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ABSTRACT

The collective bargaining agreement between the South County Community College District Board of Trustees and the Chabot College Teachers Association/California Teachers Association/National Education Association, is presented. This contract, covering the period from July 1987 through June 1990, deals with the following topics: bargaining agent recognition; negotiating procedures; association and district rights; no strike clause; grievance procedures; academic calendar; working conditions; workload; leaves of absence; intercampus transfers; personnel records; evaluation procedures; temporary and part-time faculty; academic year and summer sessions; assignments and working conditions; pre-retirement reduction of annual workload; employee benefits; salaries; miscellaneous conditions; savings provision; and contract duration. A salary schedule for certified employees is attached. (PAA)

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ED338306

*FOR CERTIFICATED PERSONNEL*

# *AGREEMENT*

*between*

*SOUTH COUNTY COMMUNITY COLLEGE DISTRICT*

*and*

*CHABOT COLLEGE TEACHERS ASSOCIATION / C.T.A. / N.E.A.*

*July 1, 1987 - June 30, 1990*

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## PREAMBLE

### Statement of Commitment of Parties

The Governing Board of the South County Community College District and the Chabot College Teachers Association/C.T.A./N.E.A. understand that the following salary commitments are based upon the projected 1988-89 State budget as described by the Governor in January 1988. Both parties recognize that the District is making salary commitments without full assurances of the level of funding as projected by the Governor; therefore, both entities agree (a) that significant budget cuts might have to be made in areas other than salary and workload if the current budget projections are not fulfilled, (b) that the Association, the faculty, and the District administration share a mutual goal toward enrollment growth, and (c) that the Association will cooperate with the Governing Board to promote economies that will maintain the fiscal solvency of the District.

## ARTICLE I. AGREEMENT

A. The following Agreement has been reached between the South County Community College District ("District") and the Chabot College Teachers Association/C.T.A./N.E.A. ("Association").

B. This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

## ARTICLE II. RECOGNITION

The Board recognizes the Association as the exclusive representative of the certificated employees enumerated in the PERB certification dated March 2, 1978, and as revised July 21, 1987, which includes all certificated, regular, contract, and temporary instructors, librarians, counselors, and the Director of Nursing, excluding persons employed to render service as

professional experts, clinical experience providers, work experience providers, performing artists, program leaders, consultants, apprenticeship program instructors, other contract education providers, college for kids instructors, and community service instructors.

## ARTICLE III. NEGOTIATIONS PROCEDURES

A. Not later than the first Board meeting in March of the calendar year in which this Agreement expires, the Association shall submit its initial proposal for the ensuing agreement to the Board at a public meeting. At the second Board meeting in March, the Board shall conduct a public hearing on the Association's proposal. At the first Board meeting in April, the Board shall present its response to the Association's proposal. At the second Board meeting in April, the Board shall conduct a public hearing on the Board's response and shall adopt such response. The parties shall meet and negotiate within ten (10) days following the adoption of the Board's response. At the first meeting, a negotiating calendar and schedule shall be mutually established. This calendar and schedule may be revised or augmented upon agreement of the parties.

B. Either party may utilize the services of outside consultants to assist in the negotiations.

C. The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives or committees.

D. A reasonable number of representatives of the Association shall receive reasonable periods of released time without loss of compensation to meet and negotiate with the Board's representative.

## ARTICLE IV. ASSOCIATION RIGHTS

A. The District and the Association shall, upon written request, provide information of a non-confidential nature pertaining to matters which may be of concern and interest to each other. Such information may include a roster of the names and addresses of unit members who authorize distribution to the Association of such information. Such roster will be provided as long as it is used solely for Association business and not made available to any other group or individual.

B. District building facilities for meetings, without cost, will be made available to the Association at reasonable times and upon completion of application following the regular District procedure for reserving facilities. Meeting facilities will be made available when such use does not interfere with the educational program or regularly scheduled duty hours of unit members.

C. The use of District equipment assigned to division for faculty use will be permitted without cost and upon approval of the manager immediately responsible. Audio-visual equipment may be used on campus for Association business upon completion of application and following regular District procedures for reserving and safeguarding such equipment. Equipment will be made available when such use does not interfere with the educational program. All personnel and supplies required will be provided by the Association with no costs to be incurred by the District, including cost of repair or replacement of damaged equipment.

D. The Association may have the use of the intra-District mail system and of employee mailboxes assigned to unit members for purposes of

distributing communications to unit members. Copies of materials distributed through mailboxes will contain the date of distribution and the identification of the Association. The Association President or designee shall authorize all materials distributed through the District mailboxes. A copy of all materials distributed will be delivered to the Superintendent or designee at the same time as distributed.

E. The Association may use at least one (1) bulletin board in each faculty office building and such other areas as designated by the District. All posting will contain the date of posting and the Association's name. Bulletin board spaces will be maintained in a neat and timely manner. A copy of all postings will be delivered to the Superintendent or designee at the same time as posted.

F. The Association may conduct Association Business on District property at times other than scheduled duty hours or when the Superintendent declares a duty hour available for such purposes.

G. The President of the Association and up to five (5) other members will meet at least once each quarter with the senior staff members designated by the Superintendent to hold informal discussion on matters of concern to either of the parties. Such discussions are for informational purposes and shall be exempt from the grievance procedure. The meeting agenda shall be jointly determined by the President or designee of the Association and the Superintendent or designee.

H. The President of the Association shall receive release time in the Winter and Spring Quarters, 1988-89 and 1989-90, in the amount of one course or approximately 25% of total assignment.

I. Only unit members who are members of the Association shall have the right to have organizational dues deducted from their salary warrants. Any employee who is a member of the Association or who is eligible for membership may sign and deliver to the District an authorization to deduct membership dues. Such authorization shall continue in effect until revoked in writing. Membership dues shall also include voluntary donations for the purpose of contribution to local collective bargaining costs, if authorized in writing for payroll deduction by unit members.

J. The Association has the right of consultation on the establishment of educational goals and objectives of the District.

K. The Association has the right of consultation on the determination of the content of courses and curriculum.

L. A unit member shall be released upon mutual agreement between the unit member, CCTA and the District for the purpose of engaging in Association business. At least one (1) full quarter of advance notice will be required to secure such release. The Association will reimburse the District at the hourly rate for up to one-half (.5) FTE unit members each quarter during the term of this Agreement. If no replacement is obtained, both the District and CCTA shall have the option to rescind their agreement for release.

M. The Association may, at its own expense and subject to the requirements in Section K above, obtain release time for the Association President for up to one-third of the President's total assignment for each academic year.

## ARTICLE V. DISTRICT RIGHTS

It is understood and agreed that the District retains its power and authority to direct, manage and control as provided by law. Among those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of revenue; contract out work; and take action on any matter in the event of an emergency such as fire, earthquake or other acts of God. In addition, the Board retains the rights to select, hire, classify, assign, evaluate, terminate and discipline employees.

The exercise of the foregoing rights by the District shall be limited only by the specific and express terms of this Agreement.

## ARTICLE VI. CONCERTED ACTIVITIES

The Association agrees not to engage in, authorize, sanction or support any strike or work stoppage during the term of this Agreement.

## ARTICLE VII. GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a formal allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Agreement.

2. A "grievant" is any unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or is the Association if grieving Article III of this Agreement. A "grievant" may be the Association in a claim relating to the rights of the Association contained in this Agreement.

3. A "day" is a calendar day.

4. The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

B. Procedure

1. Level I - Informal

Within twenty-one (21) days of the time the aggrieved person knows of the event or condition which gave rise to the complaint, the aggrieved shall discuss the grievance with the immediate supervisor and other management parties involved. The aggrieved may have a representative of the Association present as an observer. The objective is to resolve the matter informally without a permanent record.

2. Level II - Formal - Immediate Supervisor

If the aggrieved is not satisfied with the disposition of the grievance at Level I, the aggrieved may file written notice of the grievance with the immediate supervisor within ten (10) days following the informal discussion provided at Level I. This statement shall be a clear, concise statement of the grievance, including the results of the informal conference and the remedy desired.

Within five (5) days of receipt of the written grievance by the immediate supervisor, the immediate supervisor shall meet with the aggrieved and the President of the Association or designee in an effort to resolve the grievance. A written decision by the immediate supervisor including stated reasons for said decision shall be presented to the aggrieved person within three (3) days following the meeting at Level II.

3. Level III - Grievance Committee

If the aggrieved person is not satisfied with the disposition of the grievance at Level II, the aggrieved person may, within seven (7) days following the written decision in Level II, give written notice to the senior dean under whom the immediate supervisor serves. Concurrently, the aggrieved person shall request the Association to appoint a Grievance Committee of three (3) members to investigate the grievance. Within ten (10) days of receiving the request, the Grievance Committee shall investigate the grievance and provide a written copy of their conclusion and recommendation to the aggrieved person and the senior dean. The senior dean shall respond in writing within seven (7) days to the aggrieved person and the Association.

4. Level IV - Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level III, the aggrieved person may, within ten (10) days, request a meeting with the Grievance Committee and the Superintendent of the District or designee. This meeting shall take place within ten (10) days of the request. The

Superintendent shall communicate his decision, in writing, to the aggrieved person and the Association within five (5) days following the meeting.

5. Level V - Arbitration

If the Association is not satisfied with the disposition of the grievance at Level IV, it may, within ten (10) days, send a written notice to the Superintendent that the matter is being submitted for arbitration.

a. Within five (5) days, the District and the Association shall prepare a joint statement for submission of the grievance to arbitration. In the event the two parties cannot agree, either party may initiate the proceedings.

b. The State Conciliation Service will be requested to provide a list of seven (7) names of persons experienced in hearing grievances in the public schools. The arbitrator shall be selected within ten (10) days following receipt of the list, by alternately striking names until only one (1) name remains. In the event that the arbitrator is unable to serve, the parties shall request an arbitrator through the American Arbitration Association (A.A.A.).

c. The hearing shall proceed under the Voluntary Labor Rules of the A.A.A. or under the Expedited Rules of the A.A.A. if agreed to in advance by both parties.

d. The arbitrator must resolve any issues of arbitrability before hearing the substantive matters.

e. The award or decision of the arbitrator shall be binding on

both parties to this Agreement. The function of the arbitrator shall be of a judicial rather than legislative nature, and the decision shall be within the scope and terms of this Agreement. The arbitrator shall not add to, ignore or modify any of the terms or provisions of this Agreement and shall not include issues in the decision that are not directly involved in the case submitted. The arbitrator shall not deprive the District or the Association of any rights expressly or impliedly reserved herein.

f. The arbitrator shall make no retroactive award to the grievant which shall pre-date the effective date of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law.

C. General Provisions

1. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Any deadline date which falls on a Saturday, Sunday or holiday will automatically be extended to the next following day on which the District office is open for business.
3. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. In the event that the District fails to respond within the timelines specified at any level, the grievant may proceed to the next level of appeal. The grievant and the District may extend any time deadline by mutual

agreement. Absence of either the grievant or the administrator due to illness or emergency constitutes a basis for extension of timelines and the parties may agree to grant extensions under these circumstances.

4. Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the work day, any employee required by either party to participate as a witness, grievant or representative of the Association in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

## ARTICLE VIII. ACADEMIC CALENDAR

A. The annual academic year College Calendar shall be developed by a committee of four (4): two (2) members appointed by the Association and two (2) members appointed by the Superintendent. The Committee shall complete deliberations by December 15 of each year. In the event the Committee cannot reach agreement by that date, the Superintendent will establish the calendar using the factors listed in Items B and C below.

B. The Committee will include the following factors in the calendar. For full-time contract and regular faculty members:

1. the academic year shall consist of one hundred seventy-six (176) days of instruction;

2. returning faculty will serve two (2) days of orientation;

3. new faculty members will serve four (4) days of orientation;

4. each contract and regular faculty member shall attend Commencement exercises on alternating years.

C. The calendar shall include the following holidays: January 1; the third Monday in January (Martin Luther King Day); February 12 (Lincoln Day); the third Monday in February (Washington Day); the last Monday in May (Memorial Day); July 4; the first Monday in September (Labor Day); the Wednesday before Thanksgiving as a holiday in lieu of Admission Day; November 11 (Veterans Day); Thanksgiving Day; the Friday following Thanksgiving Day and December 25.

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. However, should the calendar dictate a number of same weekday holidays that inhibit the instructional program, the committee may adjust the day in lieu of the day observed if the law allows.

## ARTICLE IX. WORKING CONDITIONS

A. Faculty Schedules

1. Management will develop schedules, in consultation with contract and regular faculty, that will provide for student needs and will maximize faculty performance by considering faculty preferences and the avoidance of unreasonable time periods. To this end, no less than twelve (12) consecutive hours shall normally elapse between the end of the last assigned hour on one day and the

beginning of the first assigned hour on the following day, unless agreed otherwise by the individual faculty member. Insofar as possible, a six (6) hour elapsed period on any one day shall be considered as a reasonable assignment for full-time teaching and counseling faculty.

2. All contract and regular faculty members shall be notified in writing of their initial assignment for the following academic year by May 1.

3. Section Cancellations

   a) Prior to the cancellation of any section which has not met and which has been listed in the schedule, the District administration will provide notice of the proposed cancellation to the affected faculty member and, upon request of the affected faculty member, will attempt to contact the individual in order:

      1) to give the reasons for the cancellation, and

      2) to consult on the alternatives to teaching the section.

   b) Once the class has met, cancellation of the class will be according to Board Policy 4217, paragraph 2.

   c) Exceptions to any section cancellation will be made according to the factors listed in the second paragraph of Board Policy 6211, revised June 15, 1982.

4. If a specific assignment is not offered to a regular or contract faculty member, the Division Chairperson or appropriate administrator shall provide the explanation in writing if requested by the affected faculty member.

B. All academic regalia, or protective and other specialized attire required by the District, shall be furnished at District cost.

## ARTICLE X. WORKLOAD

### GENERAL PROVISIONS

The intent of this Article is to define equitable assignments of certificated personnel. The objective is to maximize educational opportunities for students. For the purpose of institutional planning, the weekly student contact hours per week/per academic year/per faculty full-time equivalent is projected at 525. Individual asignments may vary in terms of Weekly Student Contact Hours (WSCH).

The assignment of each staff member will be made within the framework of this Article by the District with due regard for such factors as number of or nature of preparations, teaching experience, clerical-technical and para-professional assistance provided.

Variations to permit experimentation, instructional research, and related matters may be authorized by the District. During the period of experimentation a written agreement between the instructor and the District will prescribe the load with other considerations such as anticipated outcomes, planned evaluations, time restrictions and fiscal implications. After the period of experimentation, the load will revert to the standards prescribed by this Article. All such agreements will be kept on file in the Office of Instruction and the appropriate division or campus, available for review by the faculty, and will be subject to review and renewal each year by mutual agreement. A copy of the agreement will also be sent to the Association.

All full-time certificated personnel shall (1) be given a teaching, counseling or librarian assignment each day of the academic calendar including final examination days and (2) provide the full service week related with their assignments for each full week of the academic calendar unless prior arrangements are agreed to in writing by authority of the Superintendent, except that:

The final examination schedule will replace the regular assignment of teaching faculty during the final examination days. Instructors shall be on campus each day during the final examination week, shall post five (5) office hours with no more than two (2) office hours in any one day except when re-scheduled by their immediate supervisor, and shall otherwise advise their immediate supervisor of their whereabouts on campus by a written schedule. Counselors will hold eighteen (18) scheduled counseling hours during final examination week except as their administrator may make adjustments. Librarians will provide their full service week during final examination week except the last day of finals which shall be four (4) hours.

Assignments are specified for full-time faculty members. For part-time faculty members with contract or regular status, a proportionate assignment will be served in each instance.

ASSIGNMENTS FOR CONTRACT AND REGULAR FACULTY

1. PRIMARY ASSIGNMENT HOURS

Faculty Hour A

Faculty Hour A is a classroom teaching hour in which the student is awarded one unit of credit for each class hour of attendance per week. Such hours are typically known as lecture hours and assume two hours of

student homework for each hour in class. Faculty Hour A provides a full academic year load with 45 hours. Faculty Hour A is 1.00.

Faculty Hour B

Faculty Hour B is a classroom teaching hour in science and technical laboratories, clinic, studio, physical education activities, music practice and performance and auxiliary supported individualized learning centers. Faculty Hour B is calculated at .75 of Faculty Hour A.

Faculty Hour C

Faculty Hour C is a classroom teaching hour in English 1ABCD, 42, 43, 52AB, 70, 101, 102, 110, 112, 142, and technical writing. Faculty Hour C is calculated at 1.17 of Faculty Hour A.

Faculty Hour D

Faculty Hour D is an hour of assignment in counseling. Faculty Hour D is calculated at .60 of Faculty Hour A.

Faculty Hour E

Faculty Hour E is an hour of assignment in the library (Learning Resources Center). Faculty Hour E is calculated at .40 of Faculty Hour A.

Definition of Hours

Teaching hours consist of 50 minutes; counseling and librarian hours are 60 minutes.

Librarians may schedule college hours (Item b. of Section 3 below) and up to eight (8) other hours of their assignment for other activities (Item c. of Section 3 below) and up to eight (8) other hours of their assignment for other activities (Item c. of Section 3 below)

in consultation with their administrator.

2. SPECIAL ASSIGNMENT HOUR DEFINITIONS

a. Work Experience Credit: One unit of Faculty Hour A credit is given for every ten (10) students in supervised, on-the-job training (courses currently numbered 95). Work experience seminar hours (courses currently numbered 96) are credited as Faculty Hour A.

b. Speech and Drama Public Performance Courses and Speech Therapy Center Courses: These courses are credited as Faculty Hour A for the maximum number of units available to students.

c. Team Teaching: If more than one instructor is assigned to a class, the instructors will apportion the load credit unless sections are combined to produce a proportionate increase in class size. In multiple team teaching where more than one instructor is assigned to teach and be present in the class, load credit shall be given according to the time assigned and present in the class.

d. Colloquium/Independent Study: Faculty Hour A credit is given for colloquia. Individual faculty members may request up to one colloquium per quarter for faculty load credit. Equivalent independent study courses will be given this credit when so determined by the appropriate Dean.

e. Instructor of Record: An instructor of record for courses requiring the organization of such matters as speakers, special arrangements, and positive attendance may receive up to a total of three hours of pay in the quarter in addition to any compensation for teaching performed in the course, as determined by the

appropriate Dean.

f. Load Residuals: When an instructor's completed assignment results in a residual overage or underage, that residual shall be carried over and be brought up or down to the norm in a later quarter.

3. OTHER ASSIGNMENT HOURS

a. Office Hours: The pattern for full-time teaching faculty shall be five (5) scheduled office hours per week, each of which shall be full academic hours (50 minutes) and shall be held between 7:30 a.m. and 4:30 p.m. with not more than two office hours in any one day for full-time classroom assigned faculty.

When an instructor is assigned to classes after 4:30 p.m. as part of his/her regular load, a proportionate amount of that instructor's office hours may be scheduled after 4:30 p.m. A minor portion of the total number of office hours may be of thirty (30) minutes duration. Hours less than fifty (50) minutes and any exceptions to this section must have prior approval of the appropriate administrator.

b. College Hours: Faculty members will participate in two College Hours per week on the Hayward Campus and the equivalent time at the Valley Campus. The intent of this is to enable faculty and students to relate in a variety of ways. Faculty may use College Hours for Colloquia. Counselors may use College Hours for Faculty Hour D Credit. Librarians may use College Hours for Faculty Hour E Credit.

c. Professional Activities: Teaching faculty will (1) attend and participate in faculty meetings, division meetings, and/or task

force meetings; (2) hold membership on the Faculty Senate. College standing committees, College ad-hoc committees and/or student club or activity advising from time to time; (3) participate in orien tation, commencement, and staff development activities; and (4) participate in special responsibilities that may be appropriate to a particular faculty assignment such as attendance at advisory committee meetings, contacts with other educational institutions, organizations, businesses, or industry.

Professional activities listed in c. (1) through (4) above shall be considered to represent an additional eight (8) hours per week.

4. COUNSELOR LOAD HOURS

a. Direct Student Contact Hours — 25 hours

Scheduled Counseling Office hours: Counseling appointments will be regularly scheduled on the basis of two per hour; however, a system will be established whereby unused scheduled time may be used by other students.

b. Scheduled Staff Hours — 5 hours

May be met through credit received from attendance and participation in Counseling Division meetings; liaison with high schools, instructional division, and other college-related and community-related groups; participation in two College Hours.

c. Professional Activities

Includes attendance and participation in faculty meetings, membership on the Faculty Senate, College standing committees, College ad hoc committees, and/or student club or activity advising; and participation in orientation, commencement, and

staff development activities. Professional activities above shall be considered to represent an additional eight (8) hours per week.

d. Teaching hours will be credited with whatever faculty hour ratio is appropriate to the assignment. Coordinating special programs and special assignments will be determined by the appropriate administrator in consultation with each counselor. Counseling office hours will be reduced accordingly.

5. ASSIGNMENTS OUTSIDE THE AUTUMN, WINTER, SPRING QUARTERS

The District may assign full-time certificated personnel on days not a part of the Autumn, Winter or Spring Quarters if mutually agreed to by the faculty member. In no case will the total number of assigned days exceed 176 excluding orientation.

6. EXCLUSIONS

Contract and regular faculty members assigned to apprenticeship classes are not included in this Article.

## ARTICLE XI. LEAVES OF ABSENCE

A. Personal Illness and Injury Leave

1. Illness and injury leave is intended for the employee's personal use and includes, but is not limited to, visits to a medical doctor, dentist, optometrist, oculist, podiatrist, chiropractor, psychiatrist or licensed clinical psychologist (MFCC), and Christian Science practitioner.

2. Full-time unit members who are employed five (5) days a week shall be entitled to ten (10) days' leave with full pay for each school year of paid service for purposes of personal illness or injury.

Unit members who work less than full time shall be entitled to that portion of the ten (10) days' leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position. If employed five (5) days a week, but less than a full school year, the employee shall receive that proportion of ten (10) days' leave of absence as the number of months bears to ten (10).

3. Unit members who are employed for service during summer sessions shall be entitled to a maximum of one (1) additional day of sick leave for an employment period of less than six (6) weeks and a maximum of two (2) days for an employment period of six (6) weeks or more.

4. If a unit member does not utilize the full amount of leaves authorized in 1 or 2 above in any school year, the amount not utilized shall be accumulated from year to year as follows: up to ten (10) days from A. 2 above and one (1) day from A. 3 above.

5. Unit members with contract, regular or temporary part-time status who render service for extra hours shall receive a pro-rata grant of additional sick leave for that extra hour service. Such additional grant shall not accumulate from year to year.

6. Unit members with contract or regular status may utilize sick leave accumulated during the academic year and summer session during their extra hours temporary assignment.

7. When a unit member with contract or regular status is absent from duties on account of illness or accident for a period of five (5) school months (e.g., one hundred (100) working days) or less, the

amount deducted from the salary due him or her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence, or if no substitute was employed for an instructor, counselor, or librarian, the amount which would have been paid to the substitute had one been employed. Such provision shall not apply to the first ten (10) days of absence on account of illness or accident of any such employee employed five (5) days a week. There will be no deduction from salary for any period of time covered by accumulated sick leave granted in A. 2 or A. 3 above. When a contract or regular certificated employee is absent from duties on account of illness for a period of more than five (5) working months, the unit member shall, at the expiration of all paid sick leave, be placed on leave without pay for up to one (1) year, and then be placed on an eighteen (18) month re-employment list, at the unit member's option. Medical examination(s) may be required to be performed by a physician(s) paid by the District to determine physical and mental condition for continued service.

8. Whenever a unit member claims sick leave for three (3) or more consecutive working days, or five (5) or more cumulative days in any thirty (30) calendar day period, the District may require the employee to present a statement on a District-approved form, from the physician, or from his or her religious advisor where such is deemed in conformance with religious tenets, verifying the nature of the illness, injury or quarantine and the date the employee can return to work. Employees returning to work following illness may

be required to provide medical evidence of recovery sufficient to assume regular duties. A medical examination may be required at any time to be performed by a physician(s) approved by the District, and at District expense.

9. A unit member who is absent for less than one (1) full day shall have deducted from the accumulated leave the pro-rata portion of a day based on the ratio of duty hours absent to the total number of required assigned hours for that day.

10. Unit members who are working are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

11. Leave entitlement shall be reduced by one (1) day for each calendar month an employee is on leave without pay.

12. Each unit member shall be notified of the accumulated leave by no later than August 1 of each school year.

B. Personal Necessity Leave

Any days of absence for illness or injury, earned or allowed, by a unit member may be used, at his or her election, in cases of personal necessity for the following purposes:

1. death of a member of his or her immediate family when additional leave is required beyond the number of days provided under the bereavement leave section of these rules and regulations;

2. accident involving his or her person or property, or the person or property of a member of his or her immediate family;
3. illness of a member of his or her immediate family;
4. appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction;
5. matters of compelling personal importance which cannot be accomplished at times other than assigned working hours.

Members of the immediate family shall mean the mother, father, grandmother, grandfather or grandchild of the employee or of the employee's spouse; the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee; or any relative living in the immediate household of the employee.

The maximum number of days of accumulated leave of absence for illness or injury which may be used for the purposes set forth above shall not exceed six (6) days in any one (1) school year. Leave taken during the summer session or an extra pay assignment is limited to the amount of sick leave earned in that summer session or academic year in which the extra pay was earned.

Each unit member requesting leave of absence under these provisions shall file with the Superintendent, upon forms provided, such proof or statement of facts as may be determined necessary to carry out the intent of this Article.

C. Bereavement Leave

1. A unit member shall be entitled during the academic year and summer session to a maximum of three (3) days' leave of absence,

or five (5) days' leave of absence if out-of-state travel is required, without loss of salary or extra hours pay on account of the death of any member of his or her immediate family.

2. For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee or any relative living in the immediate household of the employee, or upon approval of the Superintendent or designee, an equally significant other person.

D. Industrial Accident Leave

1. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 87787 for personal injury which has qualified for worker's compensation under the provisions of the District's worker compensation insurance fund.

2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident. Industrial accident or illness shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. Such leave is not accumulative from year to year and if an absence overlaps into a new school year, the employee will have available only that amount

which was not used the prior year for the same illness or injury.

3. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
4. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District's worker compensation fund which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.
5. If the employee is unable to return to duty after exhausting paid industrial accident and illness leave, the employee will receive any accumulated paid illness leave and other extended illness leave benefits. Such leave allowances will be reduced only in the amount necessary to provide a full day's wages or salary, when added to compensation from District's worker compensation fund.
6. A unit member receiving benefits under these provisions shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the governing board.
7. Such leave shall not affect the normal accumulated sick leave.
8. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position, the person shall be separated from

employment with the District.

E. Leave for Pregnancy Disability

1. Employees are entitled to use sick leave as set forth in Section A of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, and shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.

2. The District may require a medical doctor's verification and clearance to return to work as provided in Section A. 8.

3. In addition, a unit member may be granted leave without pay for child bearing preparation or post-partum infant care. Such leave may not exceed two quarters in duration.

F. Judicial Leave

A unit member who is employed for half-time or more during the academic year and summer session and who has been regularly called for jury duty in the manner provided for by law, or who is ordered to appear as a witness in court other than as a litigant will be granted a paid leave of absence up to the amount of the difference between the employee's regular earnings excluding extra hours pay and any amount the individual receives for jury or witness fees. Upon notification of jury duty, it is the obligation of the unit member to immediately inform his or her manager. No deduction shall be made from salary. Any daily jury or witness fee, exclusive of travel expenses, shall be deposited to the

credit of the District. When the court appearance consumes only a portion of the day, the employee will make reasonable attempts to report back to work for classes that have not already been cancelled and for which substitutes have not already been obtained.

G. Military Leave

A military leave of absence will be granted to an active unit member who receives orders to active duty during the academic year, for a period not to exceed one hundred eighty (180) calendar days including travel time, for purposes of active military training, encampment, naval cruises, special exercises or like activity, excluding military drills, as a member of the reserve corps or force of the armed forces of the United States or the National Guard, or the Naval Militia. An active unit member with contract or regular status who has been employed continuously for not less than one (1) year, and for half-time or more, shall be entitled to receive his or her District salary excluding extra hours pay for the first thirty (30) calendar days of such military leave. A copy of the official orders shall be submitted to the Superintendent at the time of such request and in advance of the approval by the Board.

H. Certificated Employee Exchange List

Leaves of absence may be granted during the academic year of full-time regular unit members who are approved to participate in a personnel exchange program for a period not to exceed one (1) academic year under the provisions of Section 87422 of the Education Code. Such leaves of absence shall be mutually agreed upon and determined on the basis of the following factors:

1. There shall be no interference with the normal operations of the College or District, the educational program, proper instruction, or the provision of services to students;
2. no additional cost to the District shall necessarily be incurred as a result of the exchange. However the Board of Trustees may appropriate funds to encourage the program. Such funds may be allocated to the employee for such actual and necessary expenses as are appropriate and specifically designated;
3. all exchanges shall be on a one-for-one basis, and visiting personnel shall meet District requirements for employees in their classification of instructor, counselor, or librarian, as appropriate.

The employee shall continue to receive salary, seniority, increments, and other benefits during the leave of absence. Salary, benefits, and other expenses of visiting exchange personnel shall not be the responsibility of this District.

A Personnel Exchange Committee of three (3) faculty members selected by the Faculty Senate and two (2) managers selected by the Superintendent will propose personnel exchange agreements with other colleges, receive applications, match positions and required general qualifications and professional status, and make recommendations on individuals to the Superintendent for approval and transmittal to the Board of Trustees for final action. Members of the Committee will serve for a minimum term of two (2) years.

The employee, upon expiration of the leave, unless otherwise agreed, shall be reinstated in the position held at the time of the

granting of the leave of absence.

I. Leave Without Pay

Unit members with regular status may be granted leaves of absence without pay by the Board of Trustees for a period of up to one (1) school year. Such leave shall be granted only upon prior written request to and approval of the Superintendent and at the convenience of the District. Such leave may be renewed to a maximum of one (1) additional school year upon written request to the Superintendent no later than ninety (90) days prior to the termination of the leave and with recommendation of the Superintendent and approval of the Board of Trustees. Such leave shall be taken without pay or other benefits.

1. Partial leaves without pay may also be granted where faculty members desire to reduce their full-time assignment to a lesser amount in a particular year. Such leave shall be for whatever amount is recommended by the Superintendent and approved by the Board of Trustees.

2. Leaves of Absence granted to faculty members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit on the salary schedule for the period of the leave. Application for step advancement credit must be made in advance. (Refer to Administrative Rule and Procedure 4-3).

J. Sabbatical Leaves

1. Purpose

Sabbatical leaves may be granted for purposes of study or travel

of a kind and in an amount which will so improve and update capabilities that during future employment the faculty member will be of increased value to the District and to the students of the District.

2. Eligibility and Priority Ranking

Any unit member with regular status and employed half time or more will be eligible for such leave upon completion of seven (7) full years of bargaining unit service.

Eligibility each year for sabbatical leave shall be based upon a Priority Ranking determined by the following:

a. The number of quarters of service in the bargaining unit from the date of initial employment or from the date of completion of the last sabbatical leave, whichever is later.

b. When two or more applicants have the same number of quarters of service in the bargaining unit, priority ranking shall be determined by seniority number.

c. Quarters on authorized leave of absence without pay and any service outside of the bargaining unit shall not count toward priority ranking nor shall there be any provision for obtaining credit for such service.

d. Quarters earned prior to interruption of bargaining unit service shall be reinstated upon return to bargaining unit service.

3. Compensation

Salary for sabbatical leave shall be paid in the same manner as if the faculty member were currently teaching. The salary will be

determined as follows:

a. The salary schedule for the year of leave is used.

b. Placement on the schedule will be the same as if the faculty member was currently teaching.

c. The average of the percentage of full-time service for each quarter of bargaining unit service (or summer session if counted as part of regular load) since initial employment or since completion of the last sabbatical leave is computed. This average percent is multiplied by the salary from paragraph (b).

d. If the leave is for three (3) quarters, the compensation will be sixty-seven percent (67%) of the salary from paragraph c; if for two (2) quarters, the compensation will be seventy-five percent (75%) of the salary from paragraph c; and if the leave is for one (1) quarter, the compensation will be ninety percent (90%) of the salary from paragraph c.

e. Time on sabbatical leave will count toward retirement, and retirement contributions will be paid for such periods. The District will pay its share of pay-back to STRS or PERS to enable the faculty member to obtain the same retirement credit as would have been received if the faculty member were not on leave if:

   i. the faculty member satisfies the conditions of the sabbatical leave; and

   ii. the faculty member elects to pay his or her share of the retirement contribution.

f. The District shall continue all group insurance benefits provided in ARTICLE XVII while the faculty member is on sabbatical leave.

g. Time on sabbatical leave will count as regular service and will not interrupt the faculty member's progress on the salary schedule.

4. Application

All applications for sabbatical leave will be submitted on a form provided by the Sabbatical Leave Committee and will include a full statement of the purpose and plans for use of such leave. This statement becomes a major part of the employee's contract with the District.

To inform potential applicants of their Sabbatical priority number, the Committee may implement a required letter of intent to apply for sabbatical leave with a submission date of October 1. Applications must be submitted through the immediate supervisor to the Dean of Instruction not later than November 1 prior to the school year during which the proposed leave is to begin. The Committee will then review the applications. Applicants may ask or be asked by the Committee to clarify their applications. Those applications which qualify will be recommended in order as established in part 3 above.

The applications, together with the Committee's recommendations, will be forwarded to the Superintendent. The Superintendent shall present the sabbatical leave applications with the Committee's recommendations to the Board of Trustees on

or before its first meeting in January. The Board of Trustees will consider the applications and recommendations on or before its first meeting in February and the applicants shall be notified as soon thereafter as possible.

5. Sabbatical Leave Committee

The Committee shall consist of the Dean of Instruction as secretary, one (1) additional manager appointed by the Superintendent, and five (5) faculty members appointed by the Association for a term of three (3) years each. The Committee Chairman shall be selected by the Committee.

6. Funding

An amount equal to one percent (1%) of the total District budget for contract and regular certificated employees excluding managerial salaries for the current fiscal year shall be allocated to the cost of sabbatical leaves to be taken during the next succeeding fiscal year. Any such funds allocated in one (1) year but not spent shall be added to the allocation for the following fiscal year. This fund shall be cumulative from year to year. Individual certificated employees shall have no vested interest in any funds allocated for sabbatical leaves.

In computing the sabbatical leave cost, the following guidelines will be followed:

a. the charge to be made against the Sabbatical Leave Fund shall be calculated as follows:

Sabbatical Leave Salary + Substitute Costs

- Unit Member Annual Salary = Charge

b. when a full-time replacement for the person on sabbatical leave is not employed, the Sabbatical Leave Fund will be charged only the actual expenses incurred for hourly or partial contract temporary faculty who are employed as a result of the sabbatical leave having been granted;

c. if a member of the faculty has been retained, only for the purpose of replacing a faculty member on sabbatical leave, the Sabbatical Leave Fund shall be charged the actual salary of the replacement;

d. the Dean of Instruction annually will advise the Business Manager and the Association as to the extent and nature of the replacements as provided in the above paragraph in order that the Business Manager may compute the cost of sabbatical leaves;

e. to the extent possible, a modest deficit may be permitted in the Sabbatical Leave Fund to be paid from funds made available in the ensuing year in those instances in which this would permit one (1) additional person to take a sabbatical leave;

f. temporary replacements for faculty members on sabbatical leave will be made following similar practices as apply to other leaves of absence in regard to hiring both salaried and hourly personnel as the District determines.

7. Employee's Obligations

Upon approval of a sabbatical leave by the Board of Trustees, a contract of agreement shall be completed stating those services to

be performed by the employee and giving all essential details such as effective beginning and terminating dates, requirement to serve the District at least twice the period of the leave, salary and method of payment, method of reimbursement should the agreement be broken, and other pertinent matters. This contract shall be signed by the employee taking the leave and by the Board Secretary or designee. In the event the employee fails to sign and return the contract for sabbatical leave of absence within ten (10) calendar days after receipt, he or she shall be deemed to have refused said leave and the offer of sabbatical leave of absence shall be automatically withdrawn. The Board may, upon application, extend this period under special circumstances.

No later than sixty (60) calendar days after returning to active service in the District, the employee who has taken sabbatical leave shall file in person with the Chairman of the Sabbatical Leave Committee a written report. This report shall describe and document the activities and accomplishments of the certificated employee during the sabbatical leave period in conformity with the application for sabbatical leave approved by the Board. This report shall be in the prescribed form and shall include the documentation and such other information as the Sabbatical Leave Committee may require to determine if the program of study or travel agreed upon has been carried out. The Sabbatical Leave Committee shall review the report to determine that the intent and purposes of the sabbatical leave have been satisfied and shall forward the report to the Superintendent with

its approval or disapproval. After reviewing the report of the employee and the action of the Sabbatical Leave Committee, the Superintendent shall forward the report to the Board of Trustees. Should the Board of Trustees find upon review of the Sabbatical Leave Committee's evaluation and the employee's report that the report was not submitted within the required time period, or in the form and content prescribed, or that purposes for which the leave had been granted had not been reasonably carried out, the Board reserves the right, following consultation with the Sabbatical Leave Committee, to take such action as may be necessary to recover the monies paid the faculty member on leave. The Sabbatical Leave Fund shall be credited with the amount recovered. In case the program of study, as agreed upon in the sabbatical leave contract with the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of the sabbatical leave. However, this provision is based on the fact that such interruption does not extend over a period of time that would cause the purposes of the sabbatical leave to be abandoned. In such latter case, the sabbatical leave would be terminated and a sick leave would be substituted by mutual agreement. In all cases of serious accident or illness of a certificated staff member on sabbatical leave, the Superintendent shall be promptly notified by registered letter

after occurrence or medical diagnosis. If a sabbatical leave is terminated due to extended illness or serious accident, the sabbatical leave salary shall also be terminated and expenses drawn against the Sabbatical Leave Fund shall be terminated. While on sabbatical leave, if material changes occur beyond the control of the employee, he or she shall notify the Superintendent and a revised contract may be written with the employee if necessary.

L. Personal Leaves

Unit members with contract or regular status shall be entitled to personal leave of absence for a period of one (1) day per year. Such leave shall be taken without loss of pay. Personal leave may not be used for purposes of vacation. Personal leave may not be used for any purpose covered by any other type of leave and must not take precedence over other provisions of this Agreement. Notification that such leave is being taken shall be presented to the Superintendent in writing at least two (2) days prior to the anticipated absence. The condition of prior notification does not preclude the use of such leave in emergency situations. Only one (1) day of unused personal leave may be carried over from one year to the next.

Personal leaves of absence shall not be granted during the summer sessions or for part-time or extra hours service.

## ARTICLE XII. INTERCAMPUS TRANSFERS

A. A transfer refers to any action which results in the transferral of a contract or regular unit member from one campus to another.

1. Voluntary Transfers

a. Current faculty members shall be notified and given ten (10) calendar days to apply for a vacancy before a public posting of the vacancy. If there is no unit member on the other campus who is qualified for the vacant position, the 10-day application period may be waived by the District. The District will notify the Association whenever the application period is waived.

(1) At the time of posting, specific criteria for the position will be listed.

(2) All requests for voluntary transfers shall be considered solely on the basis of the posted criteria for the position.

(3) If a request is denied, the faculty member shall be notified in writing by the Superintendent of the reasons, with specific reference to the listed criteria.

2. Involuntary Transfers

a. A faculty member who is to be involuntarily transferred shall be notified in writing of the reasons for the impending transfer at least thirty (30) days prior to the effective date of transfer.

b. No faculty member shall be involuntarily transferred if there is another faculty member with less District-wide seniority who is credentialled to fill the vacancy, unless (a) transferring the faculty member with least seniority will disrupt the educational program or (b) transferring this

faculty member will not meet the educational needs of the other campus. In this case, the reasons shall be stated in writing and the next least senior faculty member transferred. If the same condition prevails, the procedure shall be repeated until a satisfactory transfer can be made.

c. In the event that five (5) or more faculty members are to be involuntarily transferred at one time, the Superintendent or his designee will consult with the Association at least ten (10) days in advance of notification of individual faculty members.

d. When a unit member has been subject to involuntary transfer, the timely application to voluntarily transfer back to the unit member's former position will be given preference over filling of a vacancy in that position by new hire or other faculty transfer.

## ARTICLE XIII. PERSONNEL RECORDS

A. Each unit member shall have a right upon written request to review the contents of his/her own personnel file maintained in the District Personnel Office, as provided by state law.

1. A representative of the employee's choosing may accompany the employee in this review or the representative may review the file without the presence of the unit member as long as the representative has written authorization from the employee to review the file.

2. This review shall be made in the presence of the manager or

his/her designee responsible for the safekeeping of this file.

3. All ratings, reports, or records which were obtained prior to the employment of the person involved, or were prepared by identifiable interview committee members before or after employment, shall not be available for inspection by the unit employees.

4. This examination shall take place at a time when the unit member is not required to render service to the District and during the hours 8-12 Noon and 1-5 P.M., Monday through Friday.

B. Information of a derogatory nature, except material mentioned in Section A. 3 above, shall not be entered or filed until a unit employee is given notice, furnished a copy of the material, which includes the source/originator, and given a period of fourteen (14) calendar days to review and respond in writing.

1. The unit member's review of such material may take place during the normal business hours of the District.

2. The unit member shall have the right to answer in writing any complaints or other derogatory material filed and such answers shall be attached to the file copy of the document.

C. The unit member shall have the right to place material in his or her file which relates to evaluation. The material shall be submitted to the Director, Personnel Services/Employee Relations who shall place the material in the employee's file.

D. Each unit member will inform the personnel office of any change in name or residence address and telephone number. A post office box number will not be substituted where there is an existing street

address. Each employee shall have on record in the personnel office a telephone number where the person can be reached in an emergency.

## ARTICLE XIV. EVALUATION PROCEDURES *

A. Teaching Faculty

1. Regular

a. Purpose

The purpose of the evaluation of regular instructors is to improve their effectiveness and to insure compliance with the policies and the standards of quality of the District.

b. Procedures

(1) In alternating years and in accordance with the published time schedule, individual faculty members shall submit a letter with supporting attachments to the Dean of Instruction which shall contain the following information:

(a) professional growth and activities, including course work, participation in committees, and other;

(b) a copy of a course syllabus developed and used by the faculty member in one or more courses;

(c) all the standard District student evaluation forms from at least two (2) classes taught in the same

* Where the following titles are used, the Superintendent may appoint an appropriate alternative manager to carry out the designated responsibilities: Executive Dean, Dean of Instruction, Dean - Valley Campus, Dean of Student Personnel Services, Associate Dean of Instruction - Learning Resources.

quarter since the last letter, together with a summary compiled by the faculty member.

(2) The letter shall be forwarded through the immediate supervisor who shall make such comments as are appropriate regarding the relevance of the content of the letter with other information relating to the instructor's performance.

The instructor shall receive a copy of the supervisor's comments during the biannual, individual meeting with the supervisor. If for any reason the Dean of Instruction (or the Dean, Valley Campus) desires clarifying information or is not satisfied with the instructor's statement as it relates to other information about the instructor's performance in meeting his or her responsibilities, the Dean shall notify the instructor in writing of areas needing clarification or areas of disagreement or misunderstandings and shall schedule a conference with the instructor at a mutually acceptable time. In this meeting, the letter and additional information will be reviewed. Should this meeting clarify and/or remove the Dean's dissatisfaction, the instructor shall be deemed to have received a satisfactory evaluation. Unless an instructor is informed to the contrary in writing prior to February 15, it will be assumed that the evaluation has been acceptable in all respects.

(3) In the event that the Dean remains dissatisfied with the report, the Dean shall appoint a committee to review the evaluation. The committee shall consist of: a manager in Instruction other than the Dean; a manager from another office; the immediate supervisor; three (3) instructors, one (1) of whom shall be in the same discipline if possible, and all of whom shall be acceptable to the instructor being evaluated.

The Dean and the instructor being evaluated may be present at all meetings of this committee.

It shall be the function of this review committee to attempt to resolve the areas of disagreement and report prior to March 1. The committee may request peer involvement and classroom visitation. The committee shall prepare a written report of its findings based upon the criteria listed in the faculty handbook. In addition, the committee shall make such specific recommendations as it deems appropriate for the improvement of the faculty member's effectiveness. The Committee may choose to outline specific guidelines and/or to give specific deadlines by which its recommendations will be reviewed by the Superintendent or designee. In certain instances, the Committee may choose to recommend specific courses of action for consideration by the Superintendent or designee. Copies of the Committee's report shall be given to the imme-

diate supervisor or designated manager, the Dean, the evaluated faculty member, and members of the Committee. The instructor being evaluated may submit a written statement in response within five (5) working days.

c. Standards

Standards to be considered in the evaluation of regular teaching faculty have been developed by District faculty and management. These standards, which have traditionally been used by the District, are listed in the faculty handbook.

d. Other

At any time that either the immediate supervisor or the Senior Dean observes or is made aware of instructor performance which he or she considers in need of improvement, it shall be his or her responsibility to bring this matter to the attention of the instructor concerned and provide a plan of improvement and followup, including class visits. Class visit procedures described under Article XIV. A, 2. b. (2) shall be followed.

2. Contract

a. Purpose

It is the purpose of the evaluation of contract instructors to improve their effectiveness and to insure compliance with the policies and standards of the District.

b. Procedures

(1) Each contract instructor shall receive a total performance evaluation at least once in the period from

the opening of the academic year to February 15 of each year.

(2) A major method of evaluating a contract instructor's performance shall be by periodic and usually unannounced visits to the classroom.

(a) Each contract instructor shall be visited at least twice while teaching during the period from opening of the academic year to Febrary 15 by a member of the management staff, including the immediate supervisor.

(b) Following each class observation, a conference will be held. During this conference, teaching achievements and related subjects will be discussed, including the class as a whole, individual student progress, planning, class objectives and methodology, curriculum innovations, etc.

(c) A written report of the evaluation will be completed in duplicate and signed by both the evaluator and the instructor. The signing is for the purpose of indicating that each party has read the report. One (1) copy of this form will be given to the instructor and one (1) copy will be placed in the instructor's personnel file.

(d) The instructor may append a written statement to his or her personnel file copy if he or she so desires.

(e) The final disposition of the written report on the evaluation of teaching performance may include information relative to conferences held between the faculty member and managers regarding his or her teaching.

(3) Additional forms of evaluation of total performance may include input from colleagues and managers.

c. Standards

Standards to be considered in the total evaluation of contract teaching faculty have been developed by the District faculty and management. These standards, which have traditionally been used by the District, are listed in the faculty handbook.

B. Counseling Faculty

1. Regular

a. Purpose

The purpose of evaluation of counselors is to improve their professional competence and productivity to the end that services to students are enhanced.

b. Procedures

(1) Each regular counselor shall be evaluated at least once in every two (2) academic years.

(2) Using the following minimum procedure during the period July 1 to October 15 of the first year of the evaluation period, each regular counselor shall review with the

Director of Counseling the job specifications in effect for the division with such adjustments as agreed upon mutually.

(3) On or before February 1 of the second year of the evaluation period, each regular counselor shall submit to the Dean of Student Personnel Services via the Director of Counseling a written statement assessing his or her own performance based upon the expectations which had been previously agreed upon in conference with the Director of Counseling. This written statement shall also contain the following:

(a) information regarding his or her professional growth, development, and activities;

(b) an evaluation of the procedures he or she employs to measure the effectiveness of his or her counseling;

(c) a summary of student evaluations gathered by the counselor since the last letter;

(d) information regarding his or her committee assignments.

In forwarding the counselor's written statement, the Director of Counseling or designee shall make such comments as he or she considers appropriate regarding the relevance of the letter with other information relating to the counselor's performance. The regular counselor shall receive a copy of the comments of the

Director of Counseling. Unless the counselor is informed to the contrary in writing prior to February 15 by the Dean of Student Personnel Services, he or she may assume that his or her evaluation has been acceptable in all respects.

(4) If for any reason the Dean of Student Personnel Services or designee desires clarifying information or is not satisfied with the counselor's report as it relates to other information about the counselor's performance in meeting his or her responsibilities, the Dean shall notify the counselor in writing of areas needing clarification or areas of disagreement or misunderstanding and schedule a conference with the counselor at a mutually satisfactory time. In this meeting, the letter and additional information will be reviewed. Should this meeting clarify and/or remove the Dean's dissatisfaction, the counselor shall be deemed to have received a satisfactory evaluation.

(5) In the event that the Dean remains dissatisfied with the report, the Dean of Student Personnel Services shall appoint a committee to review the evaluation. This committee shall consist of: a member of the Student Personnel Council; the Director of Counseling; a manager from another office; three (3) counselors who shall be acceptable to the counselor being evaluated.

The counselor being evaluated and the Dean of

Student Personnel Services shall have the right to be present at all meetings of this committee.

It shall be the function of this review committee to attempt to resolve the areas of disagreement prior to March 1. The criteria and guidelines for resolving the areas of disagreement shall be developed by this committee. The review committee will report its findings in writing to the Dean of Student Personnel Services and make such recommendation as it deems appropriate. The committee may choose to outline specific guidelines and/or to give specific deadlines by which its recommendations will be reviewed by the Superintendent or designee. In certain instances, the committee may choose to recommend specific courses of action for consideration by the Superintendent or designee. A copy of this report shall be forwarded to the Dean of Student Personnel Services and the Director of Counseling. The counselor being evaluated shall receive a copy of this report and be afforded an opportunity to submit in writing such statement as he or she desires within five (5) working days. Each member of the review committee of evaluation shall be provided with a copy of the committee report.

c. Standards

Standards to be considered in the evaluation of counselors have been developed by the District faculty and management.

These standards, which have traditionally been used by the District, are listed in the faculty handbook.

d. Other

(1) At any time that either the Director of Counseling or the Dean of Student Personnel Services observes or is made aware of counselor performance which he or she considers in need of improvement, it shall be his or her responsibility to bring this matter to the attention of the counselor concerned and provide a plan of improvement and provide for follow-up, including class or counseling observation visits. Class visit and counseling observation procedures described under Article XIV. B. 2. b. (4) shall be allowed.

(2) A student opinion survey of counselor services shall be distributed randomly during the preregistration period of each quarter. Each counselor shall be informed by the Director of Counseling of the results of these surveys as they relate to him or her individually and permitted to make such written statement as he or she considers appropriate.

2. Contract

a. Purpose

The purpose of evaluation of contract counselors is to improve their professional competence and productivity to the end that counseling services to students are enhanced.

b. Procedures

(1) Each contract counselor shall be evaluated at least once in the period from the opening of the academic year to February 15 of each year.

(2) During the period July 1 to October 15 of each year, the Director of Counseling shall review with each contract counselor the job specifications in effect for the division together with such adjustments as agreed upon mutually.

(3) On or before February 1 of each year, each contract counselor shall submit to the Dean of Student Personnel Services via the Director of Counseling a written report of his or her performance based upon the expectations which had been previously agreed upon in conference with the Director of Counseling. This written report shall also contain the following:

(a) information regarding his or her professional growth, development, and activities;

(b) reports on whatever assessments have been made by colleagues;

(c) information on the procedures he or she employs to measure the effectiveness of his or her counseling;

(d) a summary of student evaluations gathered by the counselor;

(e) information regarding his or her committee assignments.

In forwarding the contract counselor's written statement, the Director of Counseling shall make such comments as he or she considers appropriate regarding the relevance of the content of the letter with other information relating to the counselor's performance.

The contract counselor shall receive a copy of the comments of the Director of Counseling and be afforded an opportunity to submit in writing within five (5) working days such additional statement as he or she desires.

(4) Each contract counselor shall be visited while teaching in the classroom or in an academic individual counseling or group counseling session, at least twice during the period from the beginning of the academic year to February 1 by a member of the staff of the Dean of Student Personnel Services, including the Director of Counseling. These visits shall be unannounced if appropriate. Following each observation, a conference will be held. During this conference, teaching and/or counseling achievements and related subjects will be discussed.

(5) A written evaluation report of the classroom or counseling visit will be completed in duplicate and signed by both the evaluator and the contract counselor. The signing is for the purpose of indicating that each party has read the report. One (1) copy of this report

will be placed in the contract counselor's personnel file. The contract counselor may append a written statement to his or her personnel file if he or she so desires. The results of conferences on classroom teaching may also be included with the reports on evaluation of classroom teaching.

A student opinion survey of counselor services shall be distributed randomly during the preregistration period of each quarter. Each counselor shall be informed of the results by the Director of Counseling of these surveys as they relate to him or her individually and permitted to make such written statement as he or she considers appropriate.

c. Standards

Standards to be considered in the evaluation of counselors have been developed by District faculty and management. These standards, which have traditionally been used by the District, are listed in the faculty handbook.

C. Library Faculty

1. Regular

a. Purpose

The purpose of evaluation of regular librarians is to improve their performance as librarians to the end that educational opportunities for students are enhanced.

b. Procedures

(1) In alternating years and in accordance with the

published time schedule, individual librarians shall submit a letter with supporting attachments to the Executive Dean which may contain information about and such material as the following:

(a) professional growth and activities, including scheduled duties, activities, and other;

(b) objectives for each academic year and an assessment of their degree of fulfillment;

(c) supporting information and comments from colleagues concerning the above;

(d) student involvement as appropriate.

(2) The letter shall be forwarded through the Associate Dean of Instruction - Learning Resources who shall make such comments as are appropriate regarding the relevance of the content of the letter with other information relating to the librarian's performance. In conference with the Associate Dean of Instruction - Learning Resources and the Assistant Dean of Instruction - Learning Resources when appropriate, the librarian shall receive a copy of the comments and an acknowledgement of receipt of the letter and commentary by the Executive Dean. Unless the librarian is informed to the contrary in writing prior to February 15, it will be assumed that the evaluation has been acceptable in all respects. If for any reason the Executive Dean desires clarifying information, or is not satisfied with the librarian's

statement as it relates to other information about the librarian's performance in meeting his or her responsibilities, the appropriate Dean shall notify the librarian in writing of areas of disagreement or misunderstandings and shall schedule a conference with the librarian at a mutually acceptable time. In this meeting, the letter and additional information shall be reviewed. Should this meeting prove to be mutually satisfying, the librarian shall be deemed to have received a satisfactory evaluation.

(3) In the event that no mutually satisfactory agreement is reached, the Executive Dean shall appoint a committee to review the evaluation. The committee shall consist of: a manager in the Office of Instruction other than the Dean; the Associate Dean of Instruction - Learning Resources; a manager other than in the Office of Instruction; three (3) faculty members at least one (1) of whom shall be a librarian, if possible, and all of whom shall be acceptable to the librarian being evaluated.

The Executive Dean and the librarian being evaluated may be present at all meetings of this committee. It shall be the function of this review committee to attempt to resolve the areas of disagreement and to report prior to March 1. The committee shall prepare a written report of its findings

aware of librarian performance which he or she considers in need of improvement, it shall be his or her responsibility to bring this matter to the attention of the librarian concerned and suggest a course of improvement and provide for follow-up.

2. Contract

a. Purpose

The purpose of evaluation of contract librarians is to improve their performance as librarians to the end that educational opportunities for students are enhanced.

b. Procedures

(1) Each contract librarian shall be evaluated at least once in the period from the opening of the academic year to February 15 of each year.

(2) Using the following minimum procedure during the period of July 1 to October 15 of the first year of the evaluation period, each contract librarian shall review with the Associate Dean of Instruction - Learning Resources the division objectives and the job specifications in effect for the entire division and the specific job description for the assigned work area. These specifications and instructions shall be complemented by the assistance of the Assistant Dean of Instruction - Learning Resources where appropriate.

The contract librarian shall submit a quarterly report with supporting attachments to the Executive Dean

based upon the criteria listed in the faculty handbook. The committee may request peer involvement. In addition, the committee shall make such written recommendation as it deems appropriate for the improvement of the librarian's effectiveness. The committee may choose to outline specific guidelines and/or to give specific deadlines by which its recommendtions will be reviewed by the Superintendent or designee. In certain instances, the committee may choose to recommend specific courses of action for consideration by the Superintendent or designee. Copies of the committee's report shall be given to the Associate Dean of Instruction - Learning Resources, the Executive Dean, the evaluated librarian, and members of the committee.

The librarian being evaluated shall receive a copy of this report and may submit in writing such statements as he or she desires within five (5) working days.

c. Standards

Standards to be considered in the evaluation of librarians have been developed by the District faculty and management. These standards, which have traditionally been used by the District, are listed in the faculty handbook.

d. Other

At any time that either the Associate Dean of Instruction - Learning Resources or the Executive Dean observes or is made

via the Associate Dean of Instruction - Learning Resources. This report may contain information about and such material as the following:

(a) professional growth and activities, including scheduled duties, activities other than scheduled, and other;

(b) objectives for each academic year and an assessment of their degree of fulfillment;

(c) supporting information and comments from colleagues concerning the above;

(d) student involvement as appropriate. The Associate Dean of Instruction - Learning Resources, and where appropriate the Assistant Dean of Instruction - Learning Resources, shall also prepare a quarterly evaluation report. These reports will be discussed in a quarterly conference with all parties concerned and a composite report with a recommendation shall be forwarded to the Executive Dean for transmittal to the Superintendent. The contract librarian shall receive a copy of the comments of the Associate Dean of Instruction - Learning Resources and be offered an opportunity to submit in writing such additional statements as he or she desires within five (5) working days.

Additional forms of evaluation may include input from colleagues and management. The report

shall include evidence of student involvement in the process, whenever possible.

c. Standards

Standards to be considered in the evaluation of librarians have been developed by the District faculty and management. These standards, which have traditionally been used by the District, are listed in the faculty handbook.

D. Peer Evaluation Study Committee

The parties to this contract will establish a joint study committee, comprised of two (2) appointees by each party. Appointment will be made by June 1, 1988, and the committee will begin meeting by no later than July 1, 1988. The committee will make written recommendations to the Superintendent and the Association President by December 1, 1988, regarding the role of peer evaluation in the faculty evaluation process.

## ARTICLE XV. TEMPORARY PART-TIME FACULTY ACADEMIC YEAR/ SUMMER SESSION ASSIGNMENTS AND WORKING CONDITIONS

A. The District agrees to make reasonable efforts to notify part-time unit members of all certificated full-time faculty vacancies. Part-time faculty members shall indicate their application to such vacancies by written and signed memorandum to the Personnel Office within the published deadline. Notification will be made through the District mailboxes insofar as possible and on bulletin board spaces.

B. In offering the first assignment to a temporary part-time unit member each academic year and summer session, the District will give consideration to such matters as educational preparation and recency of

study, relevancy and recency of related work experience, the need for the District to maintain an available pool of faculty members in active status, the length of service the person has rendered to the District, the practice of the District to offer first priority of extra-pay assignments to contract and regular faculty members, the need of the District to maintain diversity of faculty, and other considerations deemed important by the senior dean who is responsible. Further, upon request, a temporary part-time faculty member who so desires shall receive a conference with the particular senior dean regarding the reason(s) why employment or a specific assignment was not offered.

C. Part-time unit members required by the District to attend on-campus meetings shall be compensated at the prevailing hourly rate for the period of the meeting. In addition, temporary part-time unit members will be paid at the prevailing hourly rate for the initial orientation meeting for new faculty members and for in-service training as approved in writing by the District administration. Prior written approval from the appropriate dean must be obtained for any compensation for in-service training. Such training, in order to be compensated, must be specifically related to the course of study taught by the individual unit member.

D. A temporary part-time faculty member will be placed on the Professional Development Committees as a representative of the temporary part-time faculty.

E. Other than the benefits specified above, no other benefits or working conditions were changed for the temporary part-time faculty as a result of the 1987-88 negotiations and by the accretion of the additional

part-time faculty members to the bargaining unit on July 21, 1987.

## ARTICLE XVI. PRE-RETIREMENT REDUCTION OF ANNUAL WORKLOAD

A. The District shall provide for the reduction of certificated employee workloads in accordance with the provisions of Education Code Sections 87483 and 22724, and Section 20815 of the Government Code. The intent is to allow eligible unit members to phase in their retirement program through reduced workloads and without loss of health or final retirement benefits. Part-time employment means reduction of workload for full-time certificated employees.

1. The employee must have reached the age of fifty-five (55) in or before the school year prior to reduction in workload. This provision shall not apply to unit members who are older than seventy (70) years, except that an employee exercising this option and reaching age seventy (70) during the academic year may continue in the program to the end of the academic year.
2. The unit member must have been employed full-time in the South County Community College District in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
3. The option of pre-retirement reduction must be exercised at the written request of the employee. This option may be revoked or altered only with the mutual consent of the Board of Trustees and the employee.
4. The employee shall be paid a salary which is the pro-rata share of the salary the employee would be earning had the person not

elected to exercise the option of pre-retirement reduction, but shall retain all other rights and benefits for which the employee made the payments that would be required if the employee remained in full-time employment.

5. The District and the employee shall each contribute to the State Teachers' Retirement Fund or Public Employees' Retirement System as provided in Government Code Section 20815 the amount that would have been contributed if the employee had been employed on a full-time basis.

6. The unit member shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

7. The minimum pre-retirement reduction shall be the equivalent of one-half of the number of days of service required by the employee's contract of service during the final year of service in a full-time position. An employee may request as a minimum, an assignment which is fifty percent (50%) for each quarter in the academic year, or any assignment which averages fifty percent (50%) or more for the academic year. The specific assignment during the school year shall be made by the Superintendent or his designee after consultation with the employee.

8. The maximum period for partial employment under this Article shall be five (5) years.

9. An employee who desires to reduce his or her workload in accordance with this policy shall make application to the Superintendent by February 1 of the school year prior to the year

when pre-retirement reduction is to become effective.

10. Pre-retirement reduction contracts granted in accordance with the provisions of this policy shall be computed as fulfilling full-time equivalent service as set forth in the provision for group medical insurance for retirees.

11. At such time as the State Legislature extends the maximum age for participation in this pre-retirement policy, it is understood that this Article shall be amended to incorporate such change.

## ARTICLE XVII. EMPLOYEE BENEFITS

### A. Group Insurance Benefits

1. The District shall provide all eligible faculty members and their dependents with health, dental, vision, life insurance, and income protection plans. These benefit plans shall be fully paid by the District except that the District will contribute to the payment of health benefits an amount equivalent to the cost of the most expensive of the health maintenance organization (HMO) plans in existence at the time of the signing of this Agreement. Coverage of all benefit plans shall be maintained at the current level or better. The carriers shall be recommended by a committee composed of one (1) faculty member, one (1) member of the classified staff and one (1) member of the management staff. The carriers shall be mutually agreeable to the Association and the District.

a. Eligibility Requirements

Unit members who are in positions requiring certification qualifications to render service for not less than fifty

percent (50%) of the service assignment of a full-time employee in a similar or related position, and for a period of one (1) quarter or more will be eligible for the above insurance benefits providing said eligible employees are deemed eligible pursuant to the terms and conditions of the policy or plan.

b. Period of Coverage and Payment of Premiums

(1) Full-time Employees

Full-time unit members shall be entitled to these benefits for the entire school year, at the District's contribution level as specified in Section A.1. above. Full-time employees employed for less than an academic year (e.g., one (1) or two (2) complete quarters) shall be entitled to the benefits for the actual period of employment, with the premium cost paid by the District.

(2) Part-time Employees

Unit members who are employed half-time or more for the full academic year may choose to accept one (1) or more of these benefits and shall be entitled to the selected benefits for the entire fiscal year, but shall share the premium charges in the same ratio as their actual service assignment bears to a full-time assignment, the employee share to be paid by personal payroll deduction.

Unit members employed for half-time or more for a period of less than an academic year, (e.g., one (1) or two (2) complete quarters) may choose to accept one (1)

or more of these benefits for the actual period of employment, but shall share the premium charges with the District in the same ratio as their actual service assignment bears to a full-time assignment, the employee's share to be paid by personal payroll deduction.

(3) Should the employee choose not to accept any plan or program as provided by the Board or not to share in the premium costs, the District will incur no further obligation.

(4) Exemptions

Unit members employed for less than fifty percent (50%) of the service assignment of a full-time employee, or for a period less than a complete academic quarter shall not be entitled to group health and life insurance benefits.

c. Other Provisions

(1) Unit members who are granted leaves of absence without pay in excess of thirty (30) calendar days in any school year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of such leaves of absence. Such employees, however, may choose to continue their enrollment in existing group insurance plans at the employee's own expense. If the leave of absence without pay reduces an employee's time assignment to less than full-time, but equal to or

greater than fifty percent (50%) of a similar or related full-time position, premium charges shall be shared by the District and the employee under the ratio established above.

(2) If a staff member is specifically requested by the Superintendent to accept a reduction in service assignment, he or she may continue to receive group insurance benefits as of record immediately prior to such reduction in service assignment.

(3) Group insurance benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Group insurance benefits for staff members whose service ends during or at the end of the school year or who are granted leave of absence without pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the leave of absence begins. Unit members who terminate their employment after working a complete academic year shall have their benefits continued at the same rate through July.

(4) Staff members employed prior to July 1, 1972, who were employed half-time or more and for a period of at least one (1) full quarter in the school year shall continue to receive those group insurance benefits as of record on June 30, 1972, with the same degree of District

participation in premium costs.

B. Group Medical Insurance for Retirees

1. For unit members employed before April 1, 1986, The District will pay the full cost of the District's medical insurance plan(s) for each unit member and spouse following retirement of the member provided that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

| Full-time Service | Age at Retirement |
|---|---|
| 15 Years | 55 Years |
| 14 Years | 56 Years |
| 13 Years | 57 Years |
| 12 Years | 58 Years |
| 11 Years | 59 Years |
| 10 Years | 60 Years |

A District-approved leave of absence granted in single Board action to a maximum of three (3) academic quarters within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service.

2. A "retired" employee shall be defined as one who has retired from service and who is eligible for or is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.

3. Benefits will continue during the life of the retiree. When two (2) employees who are married retire, the District will pay the cost of only one (1) medical insurance plan, to continue during

their lifetime. Upon the death of the retiree, the spouse may continue group coverage at his/her own expense and with advanced payments as determined by the District.

4. The retired member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse.

5. The District payment will be limited to the coverage provided for active staff in the case of retirees under sixty-five (65) years or to the premiums which will replace or supplement Medicare, for retirees sixty-five (65) years of age or older. Retirees eligible for Medicare must enroll in all parts for which they are eligible. Medical insurance plans can be changed from one company to another by the retiree once each year on the annual opening date established in the District. Changes between companies for retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage.

6. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan and eligible for continuance under any special requirements which are a part of that plan.

7. Regular faculty members who are absent on account of injury or illness, who have exhausted all paid leave and are on leave of absence without pay, and who are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage.

8. Unit members employed on or after April 1, 1986, will not be eligible for any of the benefits set forth in Section B. 1 - B. 7 above.

C. Group Medical Insurance for Retirees Due to Disability

1. The District will continue to pay the cost of a District group medical insurance plan for each unit member and spouse following retirement and resignation of the unit member from District service due to disability, provided that the employee has attained the age of fifty (50) and has rendered ten (10) years' full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement. A District-approved leave of absence granted in a single Board action to a maximum of three (3) academic quarters within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service.

2. A "disability-retired" unit member shall be defined as one who has involuntarily retired from service and resigned from the District due to disability and who is eligible for or is receiving a disability retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.

3. A disability retiree who meets the minimum service requirements of ten (10) years' full-time service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement, may continue to receive medical insurance coverage from the District if the employee chooses to continue coverage and agrees to pay quarterly the full amount of premium due to the District in one (1) advance quarterly payment. If such premium payments are continued without break by the unit member until attainment of age fifty (50), the

District shall at that time assume the full premium cost.

4. Benefits will continue during the life of the disability retiree. If said retiree's spouse is employed by the District, in no instance will the District pay more than the premium cost for one (1) medical plan covering employee and spouse.

5. The disability-retired employee may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse, to be made by quarterly advance payments to the District.

6. The District payment, where authorized under the above provisions, will be limited to the coverage provided for active staff or to the premiums which will replace or supplement Medicare, for disability retirees at the time the disability retiree becomes Medicare-eligible. Disability retirees eligible for Medicare must enroll in all parts for which they are eligible. Changes between companies for retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage.

D. Reimbursement for Damaged Personal Property

Unit members shall be reimbursed for the costs of replacing or repairing personal property of the member when such property is damaged in the line of duty and without the fault of the employee.

If the personal property is damaged beyond repair, the actual value of the property at the time of damage shall be reimbursed. Claims for reimbursement shall be for personal property having a value of not less than five dollars ($5) and not more than two hundred dollars ($200) at the time of damage.

When an employee is reimbursed for the costs of replacing or repairing personal property or the actual value of such property, the District shall, to the extent of such reimbursement, be subrogated to any right of the employee to recover compensation for such damaged property.

E. The District will implement the provisions of Education Code Section 87488 (known as the "Golden Handshake"/Hughes Bill of 1984). Such implementation shall strictly observe the limitations set forth in such code section, and the District shall be under no obligation if the District is unable to guarantee a savings as is required under this code section. The implementation of this section shall not be read as a limitation on the re-allocation of unit positions within the District following retirement or resignation. The District will not be obligated to the benefits as set forth herein beyond the expiration date of the code provisions.

F. The income protection plan will adjust to provide a benefit based on two-thirds (2/3) the salary of the unit member, beginning July 1, 1988, or as soon as practicable before that date.

G. Fringe Benefits Upon Death of Unit Member

Upon the death of a unit member, the District will provide continuation of the benefits specified in Section A, 1 of this Article for eligible dependents through the end of the month next following ninety (90) calendar days from the date of death of the unit member.

## ARTICLE XVIII. SALARIES

A. Salary Schedules for 1987-88

1. The salary schedule for full-time faculty is set forth in Appendix A, which is attached and incorporated into this Agreement. This schedule shall be effective the date of execution of this Agreement, retroactive to July 1, 1987, for all individuals employed on the date of execution and for the period of time worked during the 1987-88 fiscal year.

2. In addition to Part A, all unit members will be paid a one-time, non-scheduled, lump-sum payment equal to a two percent (2%) increase on Part A for the period of time worked during 1987-88. This amount will be paid in a separate paycheck on May 10, 1988, or as soon thereafter as practicable.

3. An adjustment will be made to the 1987-88 Certificated Salary Schedule Part A up to two percent (2.0%), contingent upon growth in ADA for the school year 1987-88. This increase would be effective no earlier than July 1, 1988. The contingent increase will be based upon sixty-three percent (63.0%) of the revenue generated by the increase in ADA above 9972 (the final ADA reported for 1986-87) as reported in the Annual Report (CCAF320) for 1987-88 and filed on or about July 15, 1988. If the amount of revenue generated above is insufficient to fund two percent (2.0%) increase for the unit, then the percentage increase will be based upon sixty-three percent (63.0%) of the actual growth revenue generated, rounded to the nearest one-tenth percent of salary schedule increase. No additional compensation will be provided to

the unit for 1987-88 from this adjustment of the salary schedule, but the modified salary schedule shall become the new base upon which future salary schedule adjustment shall be calculated.

4. The Certificated Salary Schedule Part B for temporary part-time faculty is set forth in Appendix A, which is attached and incorporated into this Agreement. This schedule shall become effective in the same manner as Part A; and in addition, the two percent (2.0%) lump-sum payment set forth in subsection 2. above and the contingent two percent (2.0%) increase set forth in subsection 3. above shall apply to Part B in the same fashion as applied to Part A. Refer to Section "D.6" of this Article for definition of Part B. The lump-sum payment shall become effective when the total earnings for 1987-88 are known, and paid as soon thereafter as practicable.

5. The salary schedules for the Athletic Assignments (Appendix A, Part C), Substitute, Summer Session and Special Services (Appendix A, Part D), and Summer Session (Appendix A, Part E) are attached and incorporated into this Agreement.

B. Salary Schedule Increase for 1988-89

1. The Certificated Salary Schedule, Parts A and B for 1987-88, after any adjustments pursuant to subsection A. 3 herein, shall be increased by four and one-half percent (4.5%), effective July 1, 1988.

2. In addition, the above schedule may be increased up to a total of six and one-half percent (6.5%) for the 1988-89 school year, contingent upon growth in ADA for 1988-89. This adjustment will

be made on or about July 15, 1989, retroactive to July 1, 1988, for the time worked during the 1988-89 school year. The contingent increase will be based upon fifty percent (50.0%) of the revenue generated by the increase in ADA above the amount reported on the 1987-88 Annual Report (CCAF320) as reported in the equivalent 1988-89 Annual Report and filed on or about July 15, 1989. If the amount of revenue generated above is insufficient to fund the full two percent (2.0%) increase for the unit, then the percentage increase will be based upon fifty percent (50.0%) of the revenue generated, rounded to the nearest one-tenth percent (.1%) of salary schedule increase.

C. Salary and Fringe Benefit Increases for 1989-90

The parties agree to reopen negotiations solely on Article XVIII (Salaries) and Article XVII (Benefits) on or before April 1, 1989.

D. General Provisions of the Certificated Salary Schedule *

1. Full-time unit members with contract or regular status shall be paid an annual salary based on education and experience as further defined below. Part-time unit members with contract or regular status will be paid a proportionate annual salary when they are assigned half-time or more for one (1) quarter or more. Part-time unit members assigned less than half-time for one (1) quarter or more will be paid at the (a) Scheduled Hourly Rate or (b) Prevailing Hourly Rate as established in Sections D.6. and D.7. below.

* See Appendix A for the Certificated Salary Schedule in effect for school year 1987-88.

2. Classification Definition *

I. A) A.B. (B.S.) or

**B) Six (6) years' experience in occupation***

II. A) A.B. (B.S.) plus thirty (30) Graduate or Upper Division Semester Units or

**B) Forty-two (42) Semester Units plus six (6) years' experience in occupation***

III. A) M.A. (LL.B., M.B.A., etc.) or

**B) Seventy-eight (78) Semester Units with A.A. plus four years' experience in occupation or

**C) A.B. (B.S.) plus two (2) years' experience in occupation***

IV. A) M.A. (LL.B., M.B.A., etc.) and sixty (60) Upper Division**** or Graduate Semester Units or

**B) A.B. (B.S.) plus four (4) years' experience in occupation or

**C) M.A. plus two (2) years' experience in occupation***

V. A) Doctorate (the term "Doctorate" refers to a degree earned in an accredited university in the United States. Examples of such degrees are: Ph.D., Ed.D., M.D., D.D.S. Degrees earned in universities outside the United States may be considered for this classification if such degrees are found by a competent authority recognized by the University of California or the State Department of Education to be equivalent of the Doctorate earned in the United States.)

**B) Earned Doctorate plus two (2) years' experience in he occupation***

3. Placement on the Schedule

Credit for previous experience shall, for placement purposes, be granted as determined by the Superintendent or designee as follows:

a. credit for full-time teaching experience in a standard school or college and/or credit for full-time work experience in an occupation directly related to the teaching assignment shall be allowed at the rate of one (1) step for each complete year of full-time experience up to a maximum of five (5) years (five (5) steps).

b. Credit for previous experience for placement purposes shall not be granted for the following:

(1) experience as a teaching or laboratory assistant;

(2) part-time work or partial years;

(3) experience necessary to qualify for the credential as a community college instructor in technical-vocational subjects. A minimum period of two (2) years is required.

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* A technical-vocational instructor must satisfy all the full-time life credential requirements and the special qualifications for State Plan (VEA reimbursement) within two (2) years.

** Categories "B" and "C" apply to faculty in technical-vocational subjects.
Experience in the occupation substitutes for education.

*** Not counted as experience in placement on salary schedule.

**** Beyond those normally required for the Baccalaureate Degree.

Note: All degrees to be counted toward salary placement must have been earned at an institution regionally accredited.

4. Advancement on the Schedule

a. Continuing unit members with contract or regular status who complete an average of a fifty percent (50%) or more service assignment for a full academic year will advance one (1) step for each such completed year of service in the District.

b. Classification of certificated staff will be determined by the Superintendent or designee according to the faculty member's qualifications as of September 15 of each year. Documentation must be received by the Superintendent of designee by October 1 in order for that year's salary to be adjusted.

c. Instructors who were initially placed in a letter category of a salary classification (e.g., A) of Classification III) cannot change to another letter category in a higher classification in later years in order to receive higher step placement.

d. Work experience, travel-study, and educational training conducted by business and industry may be equated as college or university units for advancement in classification when all of the following conditions have been met:

(1) all such activity must be directly and clearly related to the applicant's teaching assignment;

(2) such activity must be performed or conducted without remuneration to the applicant except in the instance of work experience;

(3) no more than one (1) semester unit may be granted for:

(a) every twenty (20) hours of formal class instruction;

(b) every sixty (60) hours of work experience;

(c) every three (3) weeks of travel-study.

(4) equivalent units earned in this manner may not exceed a total of fifteen (15) per instructor within any ten (10) year period;

(5) an application for equivalent credit must be approved in advance on an individual basis by a faculty-management Committee on Equivalent Credit established by the Superintendent.

(6) only activities undertaken subsequent to employment in the District are eligible for consideration.

e. Leaves of absence (other than sabbatical) granted to faculty members for experiences which may be presumed to be of educational benefit to the students and to the District, as determined by the Sabbatical Leave Committee, shall result in service credit on the salary schedule for the period of the leave. Application for this credit must be made to the Sabbatical Leave Committee in advance. (Refer to Administrative Rule and Procedure 4-3)

5. Payment of Salaries

a. Returning faculty receive their salary in twelve (12) equal payments; the first on or about July 31, the last on or about June 30.

b. New faculty receive their salary in eleven (11) equal

payments; the first at the close of orientation meetings, the last on June 30. It is the responsibility of new faculty to have a valid credential authorizing the required service on file with the Alameda County Superintendent of Schools on or before August 1 of the year of employment. Failure to file the valid credential by this date will result in the annual contract being paid in ten (10) installments beginning September 30.

c. Because certificated employees are paid approximately one-twelfth (1/12) of their annual salary for each of the months of July and August before they have rendered any service to the District, if the employment is terminated during the school year by death or otherwise, the employee in most instances will not have earned all the salary which has been paid to the employee up to the time of termination. The employee or the surviving spouse or the estate is responsible for the repayment to the District of that portion of the salary paid but not yet earned.

In the event the employment has been terminated by death, the salary warrant for the month in which the faculty member dies will be issued to the survivor entitled to it. Repayment of the unearned salary by the survivor will be deferred until the receipt of the District-paid life insurance proceeds and then shall be promptly paid to the District. In any event repayment shall be made within six months of the date of death of the member.

If employment is terminated by causes other than death, the employee shall promptly repay the unearned portion of his/her salary to the District and the District may withhold the unearned portion of such employee's salary from any money which would otherwise be paid by the District to the employee.

6. Schedule of Hourly Rates for Eligible Temporary Part-Time Service

a. Unit members performing temporary eligible service during the academic year will be paid on a schedule consisting of six (6) steps and based upon the Certificated Salary Classification III, Steps 1-6.

b. One (1) step will be advanced when three (3) quarters of completed service have been accumulated. In order for a quarter to count for step advancement, the District shall certify that one (1) or more paid temporary part-time assignments (e.g., a course or a program of assigned hours) have been completed in the District during any academic year (September through June), beginning with the Autumn Quarter 1978. No more than one (1) quarter of service credit shall be earned during any one (1) academic quarter. Substitute service paid on an hourly basis is excluded from the foregoing. Placement on the higher steps of the schedule is understood to provide no expectation of tenure or permanence of employment.

7. Substitute Service and Other Temporary Service Under the Prevailing Hourly Rate

Substitute service will be paid at the Prevailing Hourly Rate which is established at the Certificated Salary Schedule

Classification III, Step 1.

Temporary service not eligible for the Schedule of Hourly Rates and not determined in another manner will be paid at the Prevailing Hourly Rate at Classification III, Step 1.

D. Extra Hours Compensation - Intercollegiate Athletics

Full-time contract and regular faculty members assigned to coaching positions in the Intercollegiate Athletics Program shall exercise one (1) of two (2) options as set forth in Appendix A, Section C of this Agreement. The exercise of this option is subject to approval and agreement by the District. The exercise of this option must be made by December 30 of the year preceding the next Autumn quarter. Part-time faculty will be paid at twice the Option 2 dollar amount. Either Option 1 or Option 2 is to be considered all-inclusive concerning all duties, responsibilities and activities relating to the coaching of the assigned sport.

E. Summer Session Wage Rates

1. Each second year contract and regular instructor who renders teaching service in the Summer Sessions will be paid at the Instructional Hourly Rate of one one-thousandth (1/1000) of his or her annual salary for the fiscal year in which the service occurs.
2. Librarians, the Director of Nursing, and Counselors with second year contract or regular status will be paid for each summer service at the rate of ten percent (10%) of their annual wage for one (1) month's full-time service consisting of twenty-one (21) working days of six and one-half (6-1/2) hours each. For hours in excess of full-time summer session service, Counselors, the

Director of Nursing, and Librarians shall receive the Prevailing Hourly Rate, as per item 7 above, or the rate last paid under item 6 above if higher.

3. Part-time unit members with neither second year contract nor regular status shall receive the Prevailing Hourly Rate for each summer session service, as per item 7 above, or the rate last paid under item 6 above, if higher.

F. Payroll Deductions

The following voluntary payroll deductions will be made for unit members with contract and regular status employed half-time or more:

1. premiums on life, accident, health, or disability insurance, when such insurance is offered to the employee by reason of membership in any bona fide employee association recognized by the District;
2. the Chabot College Federal Credit Union for purposes of deposits to share and loan accounts;
3. the United Way and Combined Health Agencies Drive (CHAD);
4. tax sheltered annuities from plans purchased from the State Teachers' Retirement System or from approved insurance carriers;
5. such other purposes as may be approved by the Board.

## ARTICLE XIX. MISCELLANEOUS CONDITIONS

A. The District shall provide safe working conditions for all unit members as required by law, continuous administrative monitoring of working conditions and the correction of unsafe working conditions. The responsibility for safe working conditions is that of the District, and the responsibility for the maintenance of safe procedures and practices

is that of the unit member.

B. Unit members shall be reimbursed for the use of their personal vehicles while on official District business at the rate established by the District which shall be based upon the prevailing IRS allowable non-taxed rate of reimbursement.

## ARTICLE XX. SAVINGS PROVISION

If any provisions of this Agreement or any application thereof to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction or by action of the California State Legislature, such provisions or application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## ARTICLE XXI. DURATION

A. This Agreement shall be effective the date of execution, and shall continue in full force and effect without change, addition, or amendment from that date until June 30, 1990, except for the salary and benefit reopening provision of Article XVIII, C.

B. Any provision of this Agreement may be re-negotiated at any time upon written mutual agreement by both parties.

C. This Agreement will continue in full force and effect year to year after June 30, 1990, unless either party gives written notice to the other by the first Board meeting in March, 1990, of their intention to modify, terminate or amend the Agreement, or by any applicable first Board meeting in March in any year thereafter.

SOUTH COUNTY COMMUNITY COLLEGE DISTRICT

CHABOT COLLEGE

CERTIFICATED SALARY SCHEDULE AND HOURLY RATES

1987-88 -- Retroactive July 1, 1987 (as revised)*
1988-89 -- Effective July 1, 1988 (as revised)*

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*Revisions approved by CCTA on March 14, 1988 and ratified by the Board of Trustees on March 15, 1988. Revisions to the Collective Bargaining Agreement ARTICLE XVIII: SALARIES are attached.

CERTIFICATED SALARY SCHEDULE AND HOURLY RATES -- 1987-88 and 1988-89
SOUTH COUNTY COMMUNITY COLLEGE DISTRICT - CHABOT COLLEGE

**PART A: ANNUAL SALARIES (ACADEMIC YEAR 1987-88, RETROACTIVE TO JULY 1, 1987)**

| | CLASSIFICATION | | | | |
|---|---|---|---|---|---|
| | I | II | III | IV | V |
| STEP | | | | | |
| 1 | $ 23,100 | $ 23,964 | $ 25,908 | $ 26,988 | $ 27,564 |
| 2 | $ 24,384 | $ 25,176 | $ 27,120 | $ 28,260 | $ 28,884 |
| 3 | $ 25,656 | $ 26,400 | $ 28,320 | $ 29,484 | $ 30,216 |
| 4 | $ 26,940 | $ 27,612 | $ 29,520 | $ 30,744 | $ 31,560 |
| 5 | $ 28,248 | $ 28,824 | $ 30,744 | $ 31,968 | $ 32,892 |
| 6 | $ 29,508 | $ 30,048 | $ 31,932 | $ 33,228 | $ 34,224 |
| 7 | $ 30,804 | $ 31,272 | $ 33,168 | $ 34,464 | $ 35,544 |
| 8 | $ 32,088 | $ 32,496 | $ 34,368 | $ 35,712 | $ 36,852 |
| 9 | $ 33,396 | $ 33,708 | $ 35,580 | $ 36,948 | $ 38,196 |
| 10 | $ 34,668 | $ 34,920 | $ 36,780 | $ 38,196 | $ 39,540 |
| 11 | | $ 36,144 | $ 37,980 | $ 39,432 | $ 40,860 |
| 12 | | $ 37,344 | $ 39,204 | $ 40,680 | $ 42,192 |
| 13 | | | $ 40,404 | $ 41,928 | $ 43,536 |
| 14 | | | $ 41,604 | $ 43,176 | $ 44,856 |
| 15 | | | $ 42,828 | $ 44,412 | $ 46,188 |

CERTIFICATED SALARY SCHEDULE AND HOURLY RATES -- 1987-88 and 1988-89
SOUTH COUNTY COMMUNITY COLLEGE DISTRICT - CHABOT COLLEGE

**PART A: ANNUAL SALARIES (ACADEMIC YEAR 1988-89 -- EFFECTIVE JULY 1, 1988)**

| | CLASSIFICATION | | | | |
|---|---|---|---|---|---|
| | I | II | III | IV | V |
| STEP | | | | | |
| 1 | $ 24,144 | $ 25,044 | $ 27,072 | $ 28,200 | $ 28,800 |
| 2 | $ 25,476 | $ 26,304 | $ 28,344 | $ 29,532 | $ 30,180 |
| 3 | $ 26,808 | $ 27,588 | $ 29,592 | $ 30,816 | $ 31,572 |
| 4 | $ 28,152 | $ 28,860 | $ 30,852 | $ 32,124 | $ 32,976 |
| 5 | $ 29,520 | $ 30,120 | $ 32,124 | $ 33,408 | $ 34,368 |
| 6 | $ 30,840 | $ 31,404 | $ 33,372 | $ 34,728 | $ 35,760 |
| 7 | $ 32,196 | $ 32,676 | $ 34,656 | $ 36,012 | $ 37,140 |
| 8 | $ 33,528 | $ 33,960 | $ 35,916 | $ 37,320 | $ 38,508 |
| 9 | $ 34,896 | $ 35,220 | $ 37,176 | $ 38,616 | $ 39,912 |
| 10 | $ 36,228 | $ 36,492 | $ 38,436 | $ 39,912 | $ 41,316 |
| 11 | | $ 37,776 | $ 39,684 | $ 41,208 | $ 42,696 |
| 12 | | $ 39,024 | $ 40,968 | $ 42,516 | $ 44,088 |
| 13 | | | $ 42,228 | $ 43,812 | $ 45,492 |
| 14 | | | $ 43,476 | $ 45,120 | $ 46,872 |
| 15 | | | $ 44,760 | $ 46,416 | $ 48,264 |

CERTIFICATED SALARY SCHEDULE AND HOURLY RATES -- 1987-88 and 1988-89
SOUTH COUNTY COMMUNITY COLLEGE DISTRICT - CHABOT COLLEGE

A. General Provisions of the Certificated Salary Schedule*

1. Full-time unit members with contract or regular status shall be paid an annual salary based on education and experience as further defined below. Part-time unit members with contract or regular status will be paid a proportionate annual salary when they are assigned half-time or more for one (1) quarter or more. Part-time unit members assigned less than half-time for one (1) quarter or more will be paid at the (a) Scheduled Hourly Rate or (b) Prevailing Hourly Rate as established in Part B and Part D below.

2. Classification Definition*

I. A) A.B. (B.S.) or

**B) Six (6) years experience in occupation***

II. A) A.B. (B.S.) plus thirty (30) Graduate or Upper Division Semester units or

**B) Forty-two (42) Semester Units plus six (6) years experience in occupation***

III. A) M.A. (LL.B., M.B.A., etc.) or

**B) Seventy-eight (78) Semester Units with A.A. plus four (4) years experience in occupation or

**C) A.B. (B.S.) plus two (2) years experience in occupation***

IV. A) M.A. (LL.B., M.B.A., etc.) and sixty (60) Upper Division**** or Graduate Semester Units or

**B) A.B. (B.S.) plus four (4) years experience in occupation*** or

**C) M.A. plus two (2) years experience in occupation***

V. A) Doctorate (The term "Doctorate" refers to a degree earned in an accredited university in the United States. Examples of such degrees are: Ph.D., Ed.D., M.D., D.D.S. Degrees earned in universities outside the United States may be considered for this classification if such degrees are found by a competent authority recognized by the University of California (or the State Department of Education) to be equivalent to the Doctorate earned in the United States.)

**B) Earned Doctorate plus two (2) years experience in the occupation.***

3. Placement on the Schedule

Credit for previous experience shall, for placement purposes, be granted as determined by the Superintendent or designee as follows:

a. Credit for full-time teaching experience in a standard school or college and/or credit for full-time work experience in an occupation directly related to the teaching assignment shall be allowed at the rate of one (1) step for each complete year of full-time experience up to a maximum of five (5) years (five (5) steps).

b. Credit for previous experience for placement purposes shall not be granted for the following:

(1) experience as a teaching or laboratory assistant;

(2) part-time work or partial years;

(3) experience necessary to qualify for the credential as a community college instructor in technical-vocational subjects. A minimum period of two (2) years is required.

4. Advancement on the Schedule

a. Continuing unit members with contract or regular status who complete an average of a fifty percent (50%) or more service assignment for a full academic year will advance one (1) step for each such completed year of service in the District.

* A technical-vocational instructor must satisfy all the full-time life credential and special qualifications for State Plan (VEA) reimbursement within two (2) years.

** Categories "B" and "C" apply to faculty in technical-vocational subjects. Experience in the occupation substitutes for education.

*** Not counted as experience in placement on salary schedule.

**** Beyond those normally required for the Baccalaurate Degree.

Note: All degrees to be counted toward salary placement must have been earned at an institution regionally accredited.

b. Classification of certificated staff will be determined by the Superintendent or designee according to the faculty member's qualifications as of September 15 of each year. Documentation must be received by the Superintendent or designee by October 1 in order for that year's salary to be adjusted.

c. Instructors who were initially placed in a letter category of a salary classification (e.g., A of Classification III) cannot change to another letter category in a higher classification in later years in order to receive higher step placement.

d. Work experience, travel-study and educational training conducted by business and industry may be equated as college or university units for advancement in classification when all of the following conditions have been met:

(1) all such activity must be directly and clearly related to the applicant's teaching assignment;

(2) such activity must be performed or conducted without renumeration to the applicant except in the instance of work experience;

(3) no more than one (1) semester unit may be granted for:

(a) every twenty (20) hours of formal class instruction;

(b) every sixty (60) hours of work experience;

(c) every three (3) weeks of travel-study.

(4) equivalent units earned in this manner may not exceed a total of fifteen (15) per instructor within any ten (10) year period;

(5) an application for equivalent credit must be approved in advance on an individual basis by a faculty-management Committee on Equivalent Credit established by the Superintendent;

(6) only activities undertaken subsequent to employment in the District are eligible for consideration.

e. Leaves of absence (other than sabbatical) granted to faculty members for experiences which may be presumed to be of educational benefit to the students and the District, as determined by the Sabbatical Leave Committee, shall result in service credit on the salary schedule for the period of the leave. Application for this credit must be made to the Sabbatical Leave Committee in advance. (Refer to Administrative Rule and Procedure 4-3)

5. Payment of Salaries

a. Returning faculty will receive their salary in twelve (12) equal payments; the first on or about July 31, the last on or about June 30.

b. New faculty will receive their salary in eleven (11) equal payments; the first at the close of orientation meetings, the last on June 30. It is the responsibility of new faculty to have a valid credential authorizing the required service on file with the Alameda County Superintendent of Schools as well as all payroll information forms on or before August 1 of the year of employment. Failure to file the valid credential and payroll information forms by this date will result in the annual contract being paid in ten (10) installments beginning September 30.

c. Because certificated employees are paid approximately one twelfth (1/12) of their annual salary for each of the months of July and August before they have rendered any service to the District, if the employment is terminated during the school year by death or otherwise, the employee in most instances will not have earned all the salary which has been paid to the employee up to the time of termination. The employee or the surviving spouse or the estate is responsible for the repayment to the District of that portion of the salary paid but not yet earned.

In the event the employment has been terminated by death, the salary warrant for the month in which the faculty member dies will be issued to the survivor entitled to it. Repayment of the unearned salary by the survivor will be deferred until the receipt of the District-paid life insurance proceeds and then shall be promptly paid to the District. In any event repayment shall be made within six months of the date of death of the member.

If employment is terminated by causes other than death, the employee shall promptly repay the unearned portion of his/her salary to the District and the District may withhold the unearned portion of such employee's salary from any money which would otherwise be paid by the District to the employee.

**PART B: SCHEDULE OF HOURLY RATES FOR ELIGIBLE TEMPORARY PART-TIME SERVICE**

1. Unit members performing temporary eligible service during the academic year will be paid on a schedule consisting of six (6) steps and based upon the Certificated Salary Classification III, Steps 1 through 6 as indicated below:

| HOURLY RATE - 1987-88 | HOURLY RATE - 1988-89 |
|---|---|
| Step 1 - $25.91 | Step 1 - $27.07 |
| 2 - $27.12 | 2 - $28.34 |
| 3 - $28.32 | 3 - $29.59 |
| 4 - $29.52 | 4 - $30.85 |
| 5 - $30.74 | 5 - $32.12 |
| 6 - $31.93 | 6 - $33.37 |

2. One (1) step will be advanced when three (3) quarters of completed service have been accumulated. In order for a quarter to count for step advancement, the District shall certify that one (1) or more paid temporary part-time assignments (e.g., a course or a program of assigned hours) have been completed in the District during any academic year (September through June), beginning with the Autumn Quarter, 1978. No more than one (1) quarter of service credit shall be earned during any one (1) academic quarter. Substitute service paid on an hourly basis is excluded from the foregoing. Placement on the higher steps of the schedule is understood to provide no expectation of tenure or permanence of employment.

**PART C: INTER-COLLEGIATE ATHLETICS LOAD ASSIGNMENT AND COMPENSATION**

Full-time contract and regular faculty members assigned to coaching positions in the Intercollegiate Athletics Program shall exercise one (1) of two (2) options as indicated below. The exercise of this option is subject to approval and agreement by the District. The exercise of this option must be made by December 30 of the year preceding the next Autumn quarter. Part-time faculty will be paid at twice the Option 2 dollar amount. Either Option 1 or Option 2 is to be considered all-inclusive concerning all duties, responsibilities and activities relating to the coaching of the assigned sport.

CERTIFICATED SALARY SCHEDULE AND HOURLY RATES -- 1987-88 and 1988-89
SOUTH COUNTY COMMUNITY COLLEGE DISTRICT - CHABOT COLLEGE

| | OPTION 1 | OPTION 2 | 1987-88 | 1988-89 |
|---|---|---|---|---|
| | Total B Hour Load | Total B Hour Load | + $ | + $ |
| CATEGORY A | 16 | 8 | + $3,407 | + $3,560 |
| Head Coach in: | | | | |
| Baseball<br>Basketball<br>Cross Country<br>Football<br>Golf<br>Soccer<br>Softball<br>Swimming<br>Tennis<br>Track<br>Volleyball<br>Wrestling | | | | |
| CATEGORY B | 12 | 6 | + $2,272 | + $2,374 |
| Head Coach in: | | | | |
| Diving | | | | |
| Assistant Coach in: | | | | |
| Baseball<br>Football | | | | |

**PART D: SUBSTITUTE SERVICE AND OTHER TEMPORARY SERVICE UNDER THE PREVAILING HOURLY RATE**

Substitute service will be paid at the Prevailing Hourly Rate which is established at the Certificated Salary Schedule Classification III, Step 1, as indicated below. Temporary service not eligible for the Schedule of Hourly Rates and not determined in another manner will be paid at the Prevailing Hourly Rate at Classification III, Step 1 as indicated below:

| STEP 1 (1987-1988) | STEP 1 (1988-89) |
|---|---|
| $25.91 per hour | $27.07 per hour |

**PART E: SUMMER SESSION WAGE RATES**

1. Each second year contract and regular instructor who renders teaching service in the Summer Sessions will be paid at the Instructional Hourly Rate of one one-thousandth (1/1000) of his or her annual salary for the fiscal year in which the service occurs.

2. Librarians, the Director of Nursing, and Counselors with second year contract or regular status will be paid for each summer service at the rate of ten percent (10%) of their annual wage for one (1) month's full-time service consisting of twenty-one (21) working days of six and one-half (6 1/2) hours each. For hours in excess of full-time summer session service, Counselors, the Director of Nursing, and Librarians shall receive the Prevailing Hourly Rate, as per Article XVIII, Section C7 of the Collective Bargaining Agreement, or the rate last paid under Article XVIII, Section C6, of the Collective Bargaining Agreement above if higher.

3. Part-time unit members with neither second year contract nor regular status shall receive the Prevailing Hourly Rate for each summer session service, as per Article XVIII, Section C7 of the Collective Bargaining Agreement, or the rate last paid under Article XVIII, Section C6 of the Collective Bargaining Agreement.

LS:gch
Personnel Office
3/16/88
Disk# 9

## ARTICLE XVIII - SALARIES

A. Salary Schedules for 1987-88

1. The salary schedule for full-time faculty is set forth in Appendix A, which is attached and incorporated into this agreement. This schedule shall be effective the date of execution of this Agreement, retroactive to July 1, 1987, for all individuals employed on the date of execution and for the period of time worked during the 1987-88 fiscal year.

2. In addition to Part A, all unit members will be paid a one-time, non-scheduled, lump-sum payment equal to a 2.0% increase on Part A for the period of time worked during 1987-88. This amount will be paid in a separate paycheck on May 10, 1988, or as soon thereafter as practicable.

3. An adjustment will be made to the 1987-88 Certificated Salary Schedule Part A up to 2.0%, contingent upon growth in ADA for the school year 1987-88. This increase would be effective no earlier than July 1, 1988. The contingent increase will be based upon 63.0% of the revenue generated by the increase in ADA above 9972 (the final ADA reported for 1986-87) as reported in the Annual Report (CCFAF320) for 1987-88 and filed on or about July 15, 1988. If the amount of revenue generated above is insufficient to fund 2.0% increase for the unit, then the percentage increase will be based upon 63.0% of the actual growth revenue generated, rounded to the nearest one-tenth percent of salary schedule increase. No additional compensation will be provided to the unit for 1987-88 from this adjustment of the salary schedule, but the modified salary schedule shall become the new base upon which future salary schedule adjustments shall be calculated.

4. The Certificated Salary Schedule Part B for temporary part-time faculty in Appendix A, Part B, which is attached and incorporated into this Agreement. This schedule shall become effective in the same manner as Part A; and in addition, the 2.0% lump-sum payment set forth in subsection 2 above and the contingent 2.0% increase set forth in subsection 3 above shall apply to Part B in the same fashion as applied to Part A. Refer to Section D.6 of this Article for definition of Part B. The lump-sum payment shall become effective when the total earnings for 1987-88 are known, and paid as soon thereafter as practicable.

5. The salary schedules for the Athletic Assignments (Appendix A, Part C), Substitute, Summer Session and Special Services (Appendix A, Part D), and Summer Session (Appendix A, Part E) are attached and incorporated into this Agreement.

B. Salary Schedule Increase for 1988-89

1. The Certificated Salary Schedule, Parts A and B for 1987-88, after any adjustments pursuant to subsection A.3 herein, shall be increased by 4.5%, effective July 1, 1988.

2. In addition, the above schedule may be increased up to a total of 6.5% for the 1988-89 school year, contingent upon growth in ADA for 1988-89. This adjustment will be made on or about July 15, 1989, retroactive to July 1, 1988 for the time worked during the 1988-89 school year. The contingent increase will be based upon 50.0% of the revenue generated by the increase in ADA above the amount reported on the 1987-88 Annual Report (CCAF320) as reported in the equivalent 1988-89 Annual Report and filed on or about July 15, 1989. If the amount of revenue generated above is insufficient to fund the full 2.0% increase for the unit, then the percentage increase will be based upon 50.0% of the revenue generated, rounded to the nearest one-tenth percent of salary schedule increase.

C. Salary and Fringe Benefit Increases for 1989-90

The parties agree to reopen negotiations solely on Article XVIII (SALARIES) and Article XVII (BENEFITS) on or before April 1, 1989.

AGREEMENT BETWEEN

SOUTH COUNTY COMMUNITY COLLEGE DISTRICT

AND

CHABOT COLLEGE TEACHERS ASSOCIATION/C.T.A./N.E.A.
July 1, 1987 - June 30, 1990

Signed and Entered into this 15th day of March, 1988:

Richard D. Yeo
Acting Superintendent-President
South County Community
College District

Gilbert J. Ribera, President
Chabot College Teachers Association

Joseph Kuwabara, Chief Negotiator
Chabot College Teachers Association

SOUTH COUNTY COMMUNITY COLLEGE DISTRICT

SIDE LETTER OF INTENT

M E M O R A N D U M

TO: Joseph Kuwabara
CCTA Negotiating Spokesperson

FROM: William F. Kay
District Negotiating Spokesperson

DATE: March 15, 1988

SUBJECT: Part-Time Faculty Listing

3/15/88
12.15.88

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It is the intent of the District to maintain in each Division a list of temporary part-time faculty. In addition, the Instructional Divisions will invite temporary part-time faculty to two Division meetings each academic year. Attendance at such meetings will be completely voluntary and will be without compensation.

WFK:CH

ERIC Clearinghouse for Junior Colleges DEC 20 1991